

AGENDA

COMMITTEE ON COMMUNITY IMPROVEMENT

April 02, 2013
Aldermen Roy, Shea,
Craig, Greazzo, Gamache

5:15 p.m.
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Roy calls the meeting to order.
2. The Clerk calls the roll.
3. Ratify and confirm phone poll conducted on March 8, 2013, authorizing the Fire Chief to use any available balances from the Hackett Hill Fire Station Project towards the Central Fire Station Generator Project to cover a shortfall in funding.
(Unanimous vote with the exception of Alderman Gamache who could not be reached)
Ladies and Gentlemen, what is your pleasure?
4. Summary of sewer abatement requests submitted by Fred McNeill, Chief Engineer.
(Note: Applications and backup documentation are attached.)
Ladies and Gentlemen, what is your pleasure?
5. Communication from Fred McNeill, Chief Engineer, requesting approval of the revised sewer abatement policy.
Ladies and Gentlemen, what is your pleasure?
6. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting substitution of SRF funds with EPD cash for various EPD projects.
Ladies and Gentlemen, what is your pleasure?

7. Request from the Parks, Recreation & Cemetery Division for acceptance of a donation from The Webster House for CIP project 510912 Livingston Park Additions.
Ladies and Gentlemen, what is your pleasure?
8. Communication from Timothy Soucy, Public Health Director, requesting approval of the agreement allowing Elliot Hospital to receive portable ventilators and associated equipment.
Ladies and Gentlemen, what is your pleasure?
9. Amending Resolution and budget authorization providing for acceptance and expenditure of \$40,000 from DHHS for CIP project 211913 School Based Dental Services.
Ladies and Gentlemen, what is your pleasure?
10. Request from the Health Department to accept grant funds in the amount of \$47,896 from NH Department of Health and Human Services for school-based oral health services.
Ladies and Gentlemen, what is your pleasure?
11. Communication from Wesley Anderson, Central Fleet Services Director, submitting proposed changes to the City's MER program.
Ladies and Gentlemen, what is your pleasure?
12. Communication from Wesley Anderson, Central Fleet Services Director, requesting an amendment of the existing CIP account set up for the FY2013 MER to accept revenue from the sale of City vehicles and allow for acquisition expenses.
Ladies and Gentlemen, what is your pleasure?
13. Resolutions and budget authorization providing for acceptance and expenditure of \$2.8 million bond for City schools technology upgrades.
(Note: Referred by the Board of Mayor and Aldermen on 3/19/2013)
Ladies and Gentlemen, what is your pleasure?

14. Resolutions and budget authorization providing for acceptance and expenditure of \$3.2 million for Phase II Energy and Deferred Maintenance Program.
(Note: Referred by the Board of Mayor and Aldermen on 3/19/2013)
Ladies and Gentlemen, what is your pleasure?
15. Resolutions and budget authorizations providing for a transfer of the remaining bond balance from the McGregor Street Project to a new CIP project for school grounds rehab.
Ladies and Gentlemen, what is your pleasure?
16. Communication from Leon LaFreniere, Director of Planning & Community Development, requesting acceptance of \$35,000 from the NH Department of Justice for CIP project 411713 Domestic Violence Prosecutor.
Ladies and Gentlemen, what is your pleasure?
17. Communication from Beth Flagler, Program Administrator NH Rivers Council, regarding dam removals and restoration.
Ladies and Gentlemen, what is your pleasure?
18. Discussion relative to the Neighborhood Stabilization Program.

TABLED ITEMS

(A motion is in order to remove any item from the table.)

19. Communication from Leon LaFreniere, Planning and Community Development Director, requesting the subordination of a City lien totaling \$11,816 on the property at 30 Fairmount Avenue.
(Note: Tabled 3/4/2013; additional documentation to from the Planning Department is attached)
20. If there is no further business, a motion is in order to adjourn.

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director


Frederick J. McNeill, P.E.
Chief Engineer



Commission
Raymond Hebert
Harold Sullivan
Rick Rothwell
Bill Skouteris
Philip Hebert

CITY OF MANCHESTER
Highway Department
Environmental Protection Division

Memo

Date: 3/25/13 13-020
To: CIP Committee
Cc: Lisa Hynes – EPD
June George – EPD
Matthew Normand – City Clerks Office
From: Frederick McNeill 
RE: EPD Abatement Requests

The attached tables summarize the abatements reviewed by the Highway Commission at their last monthly meetings on 3/11/13.

Backup documentation for these sewer abatement requests is on file with the City Clerks office. The electronic version of these requests will be forwarded to you as well as the City Clerks office.

Please let me know if you need any additional information.

City of Manchester
Environmental Protection Division
Summary of Abatement Requests
March 1, 2013 to Highway Commission
March 25, 2013 to CIP/City Clerk

Number	EPD Acct#	Customer	Property Address	Abatement Request Rec'd	Request Reason	EPD		Highway Commission	
						Recommendation	Recommendation	Recommendation	Recommendation
1	123609-30324	DeSchuiteneer	Somerville St, 994	11/30/12	unknown	Abate	340.06	Abate	Abate
2	145523-10456	Milonoas	Jones St, 45	12/27/12	running toilet	Abate	2,047.30	Abate	Abate
3	134797-205644	Miller	Boynton Ct, 25	02/20/13	running toilet	Abate	367.82	Abate	Abate
Total Abatelements							\$ 2,755.18		

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 11/30/2012

Customer Name: DeSchuiteneer Account #: 123609-30324

Property Address: 994 Somerville St

Reason for Request: unknown

Service Dates: 7/3/12 - 10/3/12 Bill Date: 11/13/2012

Consumption: 125 ccf % Increase from Average: 457%

Average Consumption: 27 ccf Based on: 5yr average

Difference: 98 ccf

Other Comments: _____

EPD
Recommendation: Meets one-time policy requirements
Recommend abatement approval

Abatement Total: 98 ccf at \$ 3.47/ccf \$ 340.06

Highway
Recommendation: Abate Date: 3/11/13

Kevin A. Sheppard, P.E.
Public Works Director

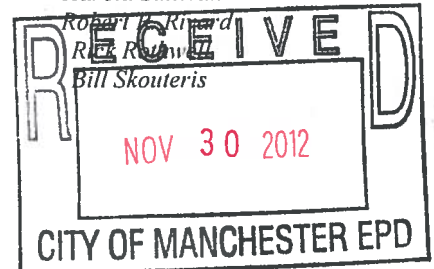
Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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Harold Sullivan

Robert J. Rinaldi
Rick Rinaldi
Bill Skouteris



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Gary & Kathy DeSchuiteneer
Address: 139 Maynard Ave
(Street) Manchester (City) NH (State) 03103-3034 (Unit) (Zip)
Phone Number: 603 625-8081

Customer Account Number: 123609-30324

Address of Property for which Abatement is Requested:
994 Somerville St
(Street) Manchester (City) NH (State) 03103 (Unit) (Zip)

Billing Period: 7/3/12 - 10/3/12

Amount of Abatement Request: \$300.-

Reason for Abatement Request: extraordinary event - unknown
one apartment was empty the entire month of July

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Kathy DeSchuiteneer
(Signature)

Nov. 28, 2012
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 12/27/2012

Customer Name: Milonoas

Account #: 145523-10456

Property Address: 45 Jones St

Reason for
Request: Running Toilet

Service Dates: 6/28/12 - 12/28/12

Bill Date: 11/7/12 & 2/13/13

Consumption: 715 ccf

% Increase
from Average: 572%

Average
Consumption: 125 ccf

Based on: 4yr average
based on time of ownership

Difference: 590 ccf

Other Comments: Bill for replacement of flush valve and shut-off valve included

EPD
Recommendation: Meets one-time policy requirements and backup documentation provided
Recommend abatement approval

Abatement Total: 590 ccf at \$ 3.47/ccf \$ 2,047.30

Highway
Recommendation: Abate

Date: 3/11/13

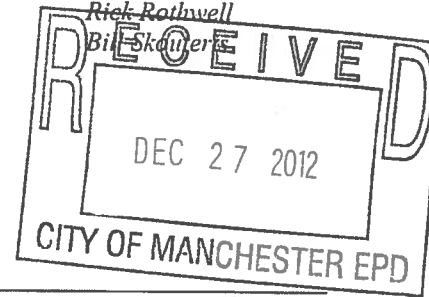
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Christopher S. Milonas

Address: 61 Canal St.
(Street) (Unit)
Manchester NH 03101
(City) (State) (Zip)

Phone Number: 603-669-1454

Customer Account Number: 145523 - 10456

Address of Property for which Abatement is Requested:

45 Jones St.
(Street) (Unit)
Manchester NH 03103
(City) (State) (Zip)

Billing Period: 11-1-12 6/23/12-10/1/12 + 10/1/12 - 12/31/12

Amount of Abatement Request: \$1250.00

Reason for Abatement Request: Broken Water Pipe - Running Toilet

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes ✓ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Christopher S. Milonas
(Signature)

12/25/12
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 2/20/2013

Customer Name: Miller

Account #: 134797-205644

Property Address: 25 Boynton Ct

Reason for
Request: Running Toilet

Service Dates: 10/09/12 - 1/08/13

Bill Date: to be billed 2/26/13

Consumption: 132 ccf

% Increase
from Average: 501%

Average
Consumption: 26 ccf

Based on: 5yr average

Difference: 106 ccf

Other Comments: customer repaired/replaced flapper

EPD
Recommendation: Meets one-time policy requirements
Recommend abatement approval

Abatement Total: 106 ccf at \$ 3.47/ccf \$ 367.82

Highway
Recommendation: Abate

Date: 3/11/13

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Tammy Miller

Address: 390 Wallace Rd
(Street)

Bedford (City) NH (State) 03110 (Unit)
(Zip)

Phone Number: 603-305-7970

Customer Account Number: 134777-205644

Address of Property for which Abatement is Requested:

25 Boynton CT (Street) Unit A (Unit)

Manchester (City) NH (State) 03103 (Zip)

Billing Period: service period after 10/9/12 - 11/8/13 to be billed 2/26/13

Amount of Abatement Request: 100 CCF - \$347.00

Reason for Abatement Request: met w/ Manchester Water Works and Plumber on 1/21/13. Toilet was fixed (flap in toilet) on 1/22 by landlord. Tenant is disabled w/ hearing Aids and there was no charge from the Plumber.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Tammy Miller
(Signature)

2/20/13
(Date)

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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CITY OF MANCHESTER
Highway Department
Environmental Protection Division

March 25, 2013

CIP Committee
c/o City Clerk
One City Hall Plaza
Manchester, NH 03101

Subject: Revised Sewer Fee Abatement Policy

Dear CIP Committee Members,

Since we adapted our sewer fee abatement policy in 2011 we have identified two issues that require further clarification to eliminate any potential ambiguity. Periodic updates to city policies strengthen them by addressing ambiguities so they will be clearly interpreted during future rulings. The two proposed clarifications are:

- The abatement policy is governed by RSA 508:4 which specify the statute of limitations as three years for reimbursement requests.
- Property owners who install a deduct meter are not eligible for a retroactive abatement for excessive seasonal outside water usage for three (3) years and until the completion of their deduct meter installation process as outlined in Condition No. 4 of EPD's *Residential Deduct Meter Rules and Regulations*.

Please find attached our revised sewer fee abatement policy incorporating these two clarifications in ***bold italics*** for your review and approval. If you have any questions regarding this revised sewer fee abatement policy, or require any additional information, please feel free to contact us at your convenience.

Sincerely,


Frederick J. McNeill, P.E.
Chief Engineer

Attachment:

cc Manchester Highway Commission
Kevin A. Sheppard, P.E.
Timothy J. Clougherty

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



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CITY OF MANCHESTER
Highway Department
Environmental Protection Division

SEWER FEE ABATEMENT POLICY
(Updated March 25, 2013)

Abatements of sewer fees are formal requests to waive or reduce one or more sewer bills. These abatements are usually due to an "extraordinary event" such as a water tank failure, a pipe bursting, or a fire where water is used but not discharged into the sewer system. A sewer fee abatement request shall be submitted, evaluated, and granted or denied in accordance with the following policy:

1. Applicant must send abatement request to:

City of Manchester - EPD
300 Winston Street
Manchester, NH 03103-6826

Attention - Abatement Request

2. The applicant must complete an *Abatement Request Form* found on EPD's website or available at their office at 300 Winston Street. The form includes the following information:

- a) Name and address of applicant
- b) The account number and address of the property for which the abatement is requested
- c) Billing period and amount of sewer charge abatement requested
- d) Reason an abatement should be considered
- e) If the abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting please state where the water accumulated (basement, outside, bathroom, etc) and ultimately discharged to. If it was in a basement, please indicate if the floor is dirt or concrete.
- f) If the abatement request is due to a leaking irrigation system, state if a deduct meter is in place
- g) Verification signature that the applicant does not have any other outstanding debts to the City of Manchester, all work is in compliance with codes and ordinances, and all necessary City permits have been obtained and approved.

3. Attach to the *Abatement Request Form* any documentation to support the “extraordinary event” such as a plumber’s bill, contractor’s bill, building permit, and/or inspector’s report.
4. The abatement form shall be submitted within ninety (90) calendar days of the date of the sewer invoice in question.
5. EPD’s investigation shall consist of, but not be limited to, review of last five years of sewer billing, review of supporting documentation, and, if required, a site visit.
6. EPD shall have the authority to recommend abatements for excessive water usage in excess of 250% of the average usage of the previous five fiscal years. These abatements shall be for accidental discharges of water that has entered the sewer system.
7. ***This abatement policy is governed by RSA 508:4 which specifies the statute of limitations as three (3) years for reimbursement requests.***
8. ***Property owners who install a deduct meter are not eligible for a retroactive abatement for excessive seasonal outside water usage for three (3) years and until the completion of their deduct meter installation process as outlined in Condition No. 4 of EPD’s Residential Deduct Meter Rules and Regulations.***
9. The Public Works Director or their designee, in consultation with the Highway Commission, will review the investigation, make a recommendation, and then send the recommendation and supporting documentation to the Community Improvements Committee (CIP) through the City Clerk. The CIP committee shall then forward their recommendation to the Board of Mayor and Aldermen (BMA) through the City Clerk. The BMA will make the final abatement decision and forward it back to EPD.
10. EPD will then notify the customer of the BMA’s decision and their accounting staff will make any required adjustments to the customers account if an abatement is approved.

END OF POLICY



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP
Director, Planning and Community Development

Date: March 25, 2013

Re: EPD Budget Revisions

Existing Funding

The Highway Department's Environmental Protection Division has informed us that several of their projects from previous fiscal years' were funded through SRF Bonds. The use of these funds is restrictive and some of the project costs are not eligible and therefore must be paid from a different funding source. Once a project nears completion, a portion of the costs that have been determined ineligible are replaced with EPD Cash. The following Amending Resolutions and Budget Authorizations have been prepared to show the substitution of SRF Bonds with EPD Cash. The overall cost of the project does not change as these revisions are all substitutions.

Please note CIP Project 712309 does show a budget increase because the substitution of SRF Bonds with EPD Cash is being done in two separate steps.

Respectfully, I request that the Committee recommend the acceptance of the substitution funding to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: 740001 Project Year: 2001 CIP Resolution: 4/18/2000
 Title: CSO Abatement Projects Amending Resolution: 4/16/2013
 Administering Department: Highway-EPD Revision: #6

Project Description: Continuation of CSO Abatement in accordance with Federal consent order.

Federal Grants Federal Grant: No Environmental Review Required: No
 Grant Executed: Completed: NA

Critical Events

1	Design Separation Projects	10/2000
2	Start Construction of separation projects	4/2001
3	Start Basin Study	04/2001
4	Project Completion/Closeout	2/21/2012
5		

Expected Completion Date: 6/30/2013

Line Item Budget

	S&P Bond	Cash		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$2,220,000.00	\$0.00	\$0.00	\$2,220,000.00
Planning	\$1,175,000.00	\$0.00	\$0.00	\$1,175,000.00
Consultant Fees	\$12,800.00	\$0.00	\$0.00	\$12,800.00
Construction Admin	\$1,960,000.00	\$0.00	\$0.00	\$1,960,000.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$5,642,778.01	\$0.00	\$0.00	\$5,642,778.01
Other	\$762,200.00	\$5,375,952.66	\$0.00	\$6,138,152.66
TOTAL	\$11,772,778.01	\$5,375,952.66	\$0.00	\$17,148,730.67

Revisions

#1 - reallocates funding among line items. #2 - Extends project to 12/31/05.
 #3 - transfers \$300,000 to 711806 - CSO Crescent Road Basin and \$410,000 to 711105 - CSO Phase I (Bremer St)
 #4 - increases budget by \$250,000 of Enterprise funds from 710203 CSO Projects.; #5 - Transfer \$90,000 to 712707 WWTF Facility
 #6-Revises funding sources and budget amounts/rescinds remaining Bond authorization and closes project.

COMMENTS:

Funding from the Sewer Fund and State Revolving Loan Program, exact amount of loan assistance unknown at this time. The line item sources and budget amounts were revised to accurately reflect project expenses.

CIP BUDGET AUTHORIZATION

CIP #: 711806

Project Year: 2006

CIP Resolution: 5/17/2005

Title: CSO Crescent Road Basin

Amending Resolution: 4/16/2013

Administering Department: Highway EPD

Revision: #5

Project Description

Enterprise funding to finance the construction of sewers and drains necessary to eliminate the combined sewer overflow from the Crescent Road basin in accordance with the Federal Consent Order.

Federal Grants

Federal Grant: No

Grant Executed:

Environmental

Review Required: No

Completed:

Critical Events

1	Construction Initiative	March 07
2	Program Completion/Closeout	2/21/2012
3		
4		
5		

Expected Completion Date:

2/21/2012

Line Item Budget

	SRF Bond	EPA	EPD Cash	TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$397,847.15	\$115,286.42	\$79,709.30	\$592,842.87
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$2,881,891.52	\$787,450.44	\$251,840.56	\$3,921,182.52
Other	\$4,085.03	\$1,563.14	\$280,326.44	\$285,974.61
TOTAL	\$3,283,823.70	\$904,300.00	\$611,876.30	\$4,800,000.00

Revisions

#1-increases budget by \$1,232,144 (\$492,800 - Federal and \$739,344 State); #2-increases budget by \$1,200,000 from (\$900,000-710203 CSO Projects and \$300,000-740001 CSO Abatement Projects) and reallocates funding source
#3- Project Close; #4 - Unused Bond balance rescinded and replaced with EPD Cash/line item revisions
#5-Revises funding sources and budget amounts/rescinds remaining Bond authorization

COMMENTS

The line item sources and budget amounts were revised to accurately reflect project expenses.

CIP BUDGET AUTHORIZATION

CIP #: 711008 Project Year: 2008 CIP Resolution: 5/1/2007
 Title: Design & Construction of Incinerator Upgrade at WWTF Amending Resolution: 4/16/2013
 Administering Department: Highway - EPD Revision: #5

Project Description The design and construction of an incinerator upgrade at the WWTF. Upgrade will consist of new sludge feed system, repairs to inner and outer shells, new economizer and a wide array of associated mechanical works.

Federal Grants Federal Grant: No **Environmental** Review Required: No
 Grant Executed: Completed:

Critical Events

1	Program Initiation	Ongoing
2	Program Completion	12/31/11
3		
4		
5		

Expected Completion Date: 12/31/2011

Line Item Budget

	SRF Bond	Towns	EPD Cash	TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$487,056.95	\$99,469.48	\$106,656.78	\$693,183.21
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$919,820.29	\$120,000.00	\$25,839.58	\$1,065,659.87
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$4,341,353.45	\$187,106.64	\$0.00	\$4,528,460.09
Other	\$1,769.31	\$0.00	\$10,927.52	\$12,696.83
TOTAL	\$5,750,000.00	\$406,576.12	\$143,423.88	\$6,300,000.00

Revisions #1-Adds \$2,500,000; #2-Changes funds from Enterprise to Bond.
 #3-ARRA funds will be used to pay portion of project debt service.
 #4-Total budget increased by \$300,000, member community contributions increased from \$336,000 to \$550,000
 #5-Revises funding sources and budget amounts/rescinds remaining Bond authorization

COMMENTS Project initially funded with Enterprise funds with an anticipation that up to \$700,000 of NHDES and \$336,000 Member Community Contributions will be received to decrease amount of local Enterprise funds ultimately requested. Bonds authorized in anticipation of use of NH Water Pollution Control Revolving Loan Fund. Project completion date revised to 12/31/2011. The line item sources and budget amounts were revised to accurately reflect project expenses.

CIP BUDGET AUTHORIZATION

CIP #: 712209 Project Year: 2009 CIP Resolution: 5/20/2008
 Title: Cohas Brook Phase III Contract 1 Amending Resolution: 4/16/2013
 Administering Department: Highway - EPD Revision: #4

Project Description Funding for design and subsequent construction of Contract #1 of the Cohas Interceptor - Phase III.

Federal Grants

Federal Grant: No
 Grant Executed:

Environmental

Review Required: No
 Completed:

Critical Events

1	Design/Engineering Initiation	Sept. 2008
2	Design/Engineering Completion	Sept. 2009
3	Construction Initiation	7/2010
4	Construction Completion	6/30/2011
5		
Expected Completion Date:		6/30/2011

Line Item Budget

	SRF Bond	EPD Cash		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$475,579.31	\$0.00	\$475,579.31
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$669,973.98	\$118,722.72	\$0.00	\$788,696.70
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$4,554,098.71	\$381,378.08	\$0.00	\$4,935,476.79
Other	\$102,101.59	\$3,411.62	\$0.00	\$105,513.21
TOTAL	\$5,326,174.28	\$979,091.73	\$0.00	\$6,305,266.01

Revisions

- #1-Adds \$2,000,000 to revise Construction Contracts
- #2-Change funding from Enterprise & State to Bond.
- #3-Transfers \$694,734 Bond to CIP#710510
- #4-Revises funding sources and budget amounts/rescinds remaining Bond authorization and close project.

COMMENTS

State funds to be received at completion of project. Bond authorized in anticipation of use of NH Water Pollution Control Revolving Loan Fund. The line item sources and budget amounts were revised to accurately reflect project expenses.

CIP BUDGET AUTHORIZATION

CIP #: 712309 Project Year: 2009 CIP Resolution: 5/20/2008
 Title: Construction of Cohas Brook Phase II Amending Resolution: 4/16/2013
 Administering Department: Highway - EPD Revision: #5

Project Description Funding for construction of Contract #3 (Candia Road Pump Station) of the Cohas Interceptor - Phase II.

Federal Grants Federal Grant: No **Environmental** Review Required: No
 Grant Executed: Completed:

Critical Events

1	Construction Initiation	Ongoing
2	Construction Completion	6/30/11
3		
4		
5		

Expected Completion Date: 6/30/2011

Line Item Budget

	SRF Bond	EPD Cash		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$36,017.62	\$0.00	\$36,017.62
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$500,000.00	\$361,220.25	\$0.00	\$861,220.25
Other	\$0.00	\$10,928.34	\$0.00	\$10,928.34
TOTAL	\$500,000.00	\$408,166.21	\$0.00	\$908,166.21

Revisions
 #1-Increases budget by \$33,953.32 from CIP 712407 and \$500,000 Bond
 #2-Increase Bond funding by \$500,000 and decrease Enterprise funding by \$500,000
 #3-Decreases Bond funding by \$500,000./ #4-Transfers \$33,953.32 Enterprise and \$91,833.68 Bond to CIP 710510.
 #5-Revises funding sources and budget amounts/rescinds remaining Bond authorization and close project

COMMENTS State funds to be received upon completion of project. Funds authorized in anticipation in use of NH Water Pollution Control Revolving Loan Fund. The line item sources and budget amounts were revised to accurately reflect project expenses.

CIP BUDGET AUTHORIZATION

CIP #: 710510

Project Year: 2010

CIP Resolution: 5/26/2009

Title: Cohas Brook Phase III Contract #2 Design and Construction

Amending Resolution: 4/16/2013

Administering Department: Highway - EPD

Revision: #4

Project Description: Design and construction of the second lateral sewer project off of the newly constructed Cohas Brook interceptor

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	7/1/2009
2	Program Completion	12/30/2013
3		
4		
5		

Expected Completion Date:

12/30/2013

Line Item Budget

	EPD Cash			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$565,000.00	\$0.00	\$0.00	\$565,000.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$20,000.00	\$0.00	\$0.00	\$20,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$7,715,521.00	\$0.00	\$0.00	\$7,715,521.00
Other	\$20,000.00	\$0.00	\$0.00	\$20,000.00
TOTAL	\$8,320,521.00	\$0.00	\$0.00	\$8,320,521.00

Revisions

- #1-Revises funding source from Enterprise to State Revolving Loan Fund.
- #2-Budget increased by \$2,500,000 EPD Cash to include costs for an expanded project scope.
- #3-Budget increase by \$33,953.32 Ent. from 712309, \$91,833.68 Bond from 712309, & \$694,734 Bond from 712209
- #4-Revises funding sources and budget amounts/rescinds remaining Bond authorization

COMMENTS

Re-distributed \$5 million dollars into the appropriate line items. The Enterprise (\$33,953.32) and Bond (\$786,567.68) budgets are shown in one column. The line item sources and budget amounts were revised to accurately reflect project expenses.

City of Manchester New Hampshire

In the year Two Thousand and ^{Thirteen}

A RESOLUTION

“Rescinding authorization on unissued Bonds, Notes or Lease Purchases for an Environmental Protection Division – CIP Project 740001 CSO Abatement Projects”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

Section 1: That the authorization for any remaining balance on the following unissued bonds, notes or lease purchases is no longer required and, therefore, will not be issued and is hereby rescinded:

Resolution:

“Authorizing Bonds, Notes or Lease Purchases in the amount of Seventeen Million Seven Hundred Thousand Dollars (\$17,700,000) for the 2001CIP 740001, CSO Abatement Projects.”

Date of approval: October 3, 2000
Purpose: 2001 CIP 740001, CSO Abatement Projects

Section 2: Resolved that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and^{Thirteen}

A RESOLUTION

“Rescinding authorization on unissued Bonds, Notes or Lease Purchases for an Environmental Protection Division – CIP Project 711806 CSO Crescent Road Basin”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

Section 1: That the authorization for any remaining balance on the following unissued bonds, notes or lease purchases is no longer required and, therefore, will not be issued and is hereby rescinded:

Resolution:

“Authorizing Bonds, Notes or Lease Purchases in the amount of Three Million Six Hundred Thousand Dollars (\$3,600,000) for the 2006 CIP 711806, CSO Crescent Road Basin.”

Date of approval: December 6, 2005
Purpose: 2006 CIP 711806, CSO Crescent Road Basin

Section 2: Resolved that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and^{Thirteen}

A RESOLUTION

“Rescinding authorization on unissued Bonds, Notes or Lease Purchases for an Environmental Protection Division – CIP Project 711008 Design & Construction of Incinerator Upgrade at WWTF”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

Section 1: That the authorization for any remaining balance on the following unissued bonds, notes or lease purchases is no longer required and, therefore, will not be issued and is hereby rescinded:

Resolution:

“Authorizing Bonds, Notes or Lease Purchases in the amount of Six Million Dollars (\$6,000,000) for the 2008 CIP 711008, Design & Construction of Incinerator Upgrade at WWTF”

Date of approval: July 6, 2010
Purpose: 2008 CIP 711008, Design & Construction of Incinerator Upgrade at WWTF

Section 2: Resolved that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and ^{Thirteen}

A RESOLUTION

“Rescinding authorization on unissued Bonds, Notes or Lease Purchases for an Environmental Protection Division – CIP Project 712209 Cohas Brook Phase III Contract 1”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

Section 1: That the authorization for any remaining balance on the following unissued bonds, notes or lease purchases is no longer required and, therefore, will not be issued and is hereby rescinded:

Resolution:

“Authorizing Bonds, Notes or Lease Purchases in the amount of Seven Million Seven Dollars (\$7,000,000) for the 2009 CIP 712209, Cohas Brook Phase III Contract 1”

Date of approval: July 6, 2010
Purpose: 2009 CIP 712209, Cohas Brook Phase III Contract 1

Section 2: Resolved that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2009 Community Improvement Program, authorizing and appropriating funds in the amount of Four Hundred Eight Thousand One Hundred Sixty Six Dollars and Twenty One Cents (\$408,166.21) for the FY 2009 CIP 712309 Construction of Cohas Brook Phase II.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2009 CIP as contained in the 2009 CIP budget; and

WHEREAS, the 2009 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate EPD Cash for eligible project costs;

NOW, THEREFORE, be it resolved that the 2009 CIP be amended as follows:

By increasing:

FY 2009 CIP 712309 Construction of Cohas Brook Phase II - \$408,166.21 EPD Cash

Resolved, that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and^{Thirteen}

A RESOLUTION

“Rescinding authorization on unissued Bonds, Notes or Lease Purchases for an Environmental Protection Division – CIP Project 710510 Cohas Brook Phase III Contract #2 Design and Construction”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

Section 1: That the authorization for any remaining balance on the following unissued bonds, notes or lease purchases is no longer required and, therefore, will not be issued and is hereby rescinded:

Resolution:

“Authorizing Bonds, Notes or Lease Purchases in the amount of Five Million Dollars (\$5,000,000) for the 2010 CIP 710510, Cohas Brook Phase III Contract #2 Design and Construction”

Date of approval: September 6, 2011
Purpose: 2010 CIP 710510, Cohas Brook Phase III Contract Design #2 Design and Construction

Section 2: Resolved that this Resolution shall take effect upon its passage.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment


Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: March 25, 2013

Re: CIP #510912 – Livingston Park Additions

New Funding

Mr. Capano from the Highway Department's Parks, Recreation & Cemetery Division is requesting to accept a donation from The Webster House to cover additional construction costs at Dorr's Pond.

Respectfully, I request that the Committee recommend the acceptance of this donation reflected in a revised Budget Authorization form and Amending Resolution to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: 510912

Project Year: 2012

CIP Resolution: 6/14/2011

Title: Livingston Park Additions

Amending Resolution: 4/16/2013

Administering Department Highway Department - Parks

Revision: #1

Project Description: To renovate the Warming Hut and install a fountain feature in Dorr's Pond at Livingston Park.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	06/19/2012
2	Program Completion	06/30/2013
3		
4		
5		

Expected Completion Date:

6/30/2013

Line Item Budget

	OTHER			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$67,636.00	\$0.00	\$0.00	\$67,636.00
TOTAL	\$67,636.00	\$0.00	\$0.00	\$67,636.00

Revisions

#1 - Increases budget by \$17,636 Other

Comments: Other funds are a donation from The Webster House.

*Kevin A. Sheppard, P.E.
Public Works Director*

*Timothy J. Clougherty
Deputy Public Works Director*

*Peter D. Capano, P.E.
Chief of Parks, Recreation & Cemetery*



*Commission
Richard E. Powers, Chairman
George "Butch" Joseph, Clerk
Andrew Manning
William Craig*

CITY OF MANCHESTER
*Highway Department
Parks, Recreation & Cemetery Division*

March 20, 2013

Alderman Jim Roy, Chairman
Committee on Community Improvement
One City Hall Plaza
Manchester, NH 03101

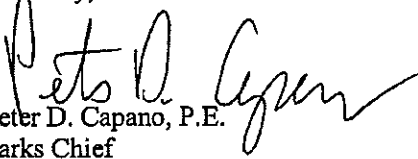
Re: Livingston Park Additions – CIP # 510912, revisions

Dear Mr. Roy,

The Division of Parks, Recreation and Cemeteries is requesting to increase the budget for the Livingston Park Additions (CIP Project # 510912) by \$17,636.00 to cover additional construction costs. Attached, please find a letter from The Webster House donating the additional funds for the project.

Please do not hesitate to contact me if you have any comments or questions regarding this proposed project.

Sincerely,


Peter D. Capano, P.E.
Parks Chief

Law Office of
DONALD A. KENNEDY

dkennedy@kennedylawnh.com
Phone: (603) 668-8787 Fax: (603) 668-5232
78 West Merrimack Street, Manchester, NH 03101

March 15, 2013

Ms. Jessica Chambers
Dept. of Parks, Recreation & Cemetery
Manchester Highway Department
625 Mammoth Road
Manchester, NH 03104

Re: Joseph Jason Trust, Webster House

Dear Jessica:

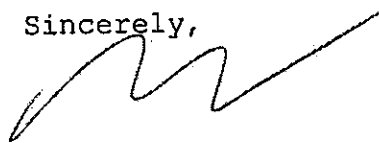
Enclosed please find a check in the amount of \$17,636.00 payable to the City of Manchester for the remaining funds owed for the construction at the Dorrs Pond Warming Hut. This is as a result of the Joseph Jason Trust.

On June 28, 2012 I forwarded you a letter with a check from The Webster House with the subject line appearing as if the check was paid from the Trust Under the Will of Otilie Wagner Hosser. The Wagner Trust has nothing to do with that payment or this matter. We mislabeled the subject line.

The payments to the City of Manchester were from funds that the Webster House received from the Joseph Jason Trust. Those funds were held by the Webster House to spend on Dorrs Pond for things that the City would not be able to.

Thank you for helping put this together.

Sincerely,



Donald A. Kennedy

DAK/lg

Enclosure

cc: Peter Capano, Trustee
Lou Catano, Webster House

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2012 Community Improvement Program, authorizing and appropriating funds in the amount of Seventeen Thousand Six Hundred Thirty Six Dollars (\$17,636) for the FY2012 CIP 510912 Livingston Park Additions.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2012 CIP as contained in the 2012 CIP budget; and

WHEREAS, the 2012 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept a donation in support of the Livingston Park renovations;

NOW, THEREFORE, be it resolved that the 2012 CIP be amended as follows:

By increasing:

CIP 510912 Livingston Park Additions - \$17,636 Other
(from \$50,000 Other to \$67,636 Other)

Resolved, that this Resolution shall take effect upon its passage.

Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director



BOARD OF HEALTH
Rosemary M. Caron, PhD, MPH
Robert A. Duhaime, RN, MBA, MSN, Chair
Fernando Ferrucci, MD, Clerk
Elaine M. Michaud, Esq.
Christopher N. Skaperdas, DMD

CITY OF MANCHESTER
Health Department

March 18, 2013

Alderman Jim Roy and Members
Committee on Community Improvement
One City Hall Plaza
Manchester NH 03101

RE: Elliot Hospital Ventilator Agreement

Dear Chairman Roy,

Elliot Health Systems (Elliot) has applied for, and been awarded a grant through the New Hampshire Department of Health and Human Services (NH DHHS), that will provide portable ventilators and associated equipment to enhance their medical surge capabilities during a large-scale health event.

As part of the grant process, the U.S. Department of Homeland Security requires the local municipality to agree to the above-mentioned award before the equipment can be delivered. There is no cost to the City as Elliot is responsible to the upkeep of the ventilators.

This award is very important to our capability to respond to a large-scale health event in Manchester, and I respectfully request that the Board of Mayor and Aldermen agree to the arrangement allowing Elliot to receive the ventilators and associated equipment.

This is the same agreement that the Committee and Board recently passed on behalf of Catholic Medical Center. I have attached a copy of the contract for additional detail. As always, I will be available if the Board has any questions.

Sincerely,

Timothy M. Soucy, MPH, REHS
Public Health Director

Certificate of Authority

I, Douglas F. Dean, President and CEO of Elliot Health System, do hereby state and affirm that Richard A. Elwell is Elliot Health System's Senior Vice-President and Chief Financial Officer, and in this capacity holds the authority to execute on Elliot Health System's Behalf a certain contract by and between Elliot Health System and the State of New Hampshire, Department of Health and Human Services, pursuant to which Elliot Health System shall receive respiratory equipment for use in conjunction with medical surge preparedness. Attached is a true and accurate copy of Article V of the Elliot Health System bylaws, confirming my authority. This is still in effect as of March 5, 2013.

Done and dated this 8th day of March, 2013



Douglas F. Dean
President and CEO

March 8, 2013

Date



Witness

3/8/13

Date



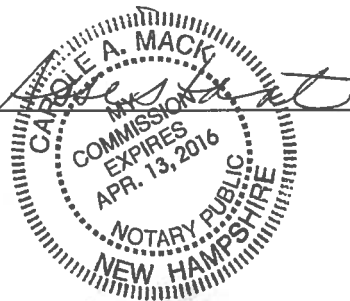
Signature of Notary Public

3/8/13

Date

Carol A. Mack, adm.

Name and Title of Notary Public



State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ELLIOT HEALTH SYSTEM is a New Hampshire nonprofit corporation formed June 25, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of October A.D. 2012

A handwritten signature in dark ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wieczorek Insurance, Inc. 166 Concord St. Manchester NH 03104		CONTACT NAME: Cheryl Lapointe PHONE (A/C No. Ext.): (603) 668-3311 FAX (A/C No.): (603) 668-8413 E-MAIL ADDRESS: cheryl@wizinsurance.com PRODUCER CUSTOMER ID #: 00012720																						
INSURED Elliot Health System 1 Elliot Way Manchester NH 03103		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Safety National Casualty</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Safety National Casualty		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: CL1291903646

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMPI/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	Qualified Self-Insured			EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Workers' Compensation			AGGREGATE \$ 1,000,000
	DEDUCTIBLE						Specific Excess \$ 25,000
A	<input checked="" type="checkbox"/> RETENTION \$ 550,000			AGC4047046	9/1/2012	9/1/2013	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate of Insurance is subject to policy terms, conditions and limitations.

CERTIFICATE HOLDER**CANCELLATION**

DPHS, Directors Office 29 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R Wieczorek/RHIAN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com 319078-EHS.-GL-13-14	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED ELLIOT HEALTH SYSTEM ONE ELLIOT WAY MANCHESTER, NH 03103	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Granite Shield Insurance Exchange	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:**

NYC-006589464-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GSIE-PRIM-2013-102	01/01/2013	01/01/2014	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 12,000,000
							PRODUCTS - COMPI/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			GSIE-PRIM-2013-102	01/01/2013	01/01/2014	SEE ABOVE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability and Professional Liability share a combined limit of 2,000,000/12,000,000. Hospital Professional Liability retro active date 10/1/1982.

CERTIFICATE HOLDER**CANCELLATION**

DEPARTMENT OF HEALTH & HUMAN SERVICES DIRECTORS OFFICE 29 HAZEN DRIVE CONCORD, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Yevgeniya Muyamina <i>Yevgeniya Muyamina</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3. Grantee Name Elliot Health System		1.4. Grantee Address One Elliot Way Manchester, NH 03103	
1.5. Effective Date Date of G & C approval	1.6. Completion Date Until Terminated	1.7. Audit Date N/A	1.8. Grant Limitation 6 Portable Ventilators
1.9. Grant Officer for State Agency Lisa L. Bujno, MSN, APRN, Bureau Chief		1.10. State Agency Telephone No. 603-271-4501	
1.11. Grantee Signature <i>Richard A. Elwell</i>		1.12. Name & Title of Grantee Signor <i>Richard A. Elwell Sr. VP and CFO</i>	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / / , Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Carole A. Mack</i>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Carole A. Mack, Adm. Asst.</i>			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) Lisa L. Bujno, MSN, APRN, Bureau Chief	
1.16. Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____ / /			
1.17. Approval by the Governor and Council On: _____ / /			



2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

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1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace Karen A. Mack Adm. Asst			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) Lisa L. Bujno, MSN, APRN, Bureau Chief	
1.16. Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: ____ / ____ / ____			
1.17. Approval by the Governor and Council On: ____ / ____ / ____			

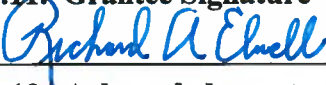


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1.13.1. Signature of Notary Public or Justice of the Peace  			
1.13.2. Name and Title of Notary Public or Justice of the Peace CAROLE A. MACK Adm. Asst.			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) Lisa L. Bujno, MSN, APRN, Bureau Chief	
1.16. Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: ____ / ____ / ____			
1.17. Approval by the Governor and Council On: ____ / ____ / ____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

3. EFFECTIVE DATE: COMPLETION OF PROJECT.

- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
4. GRANT AMOUNT: MANNER OF PAYMENT: LIMITATIONS.
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or

subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
 - 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A

1. GENERAL PROJECT DESCRIPTION

This Agreement is authorized under the provisions of the Department of Homeland Security (DHS) Appropriations Act of 2007 (P.L. 109-90) and the FFY 2007 and FFY 2008 Homeland Security Grant Program (HSGP) guidance.

The FFY 2007 and FFY 2008 HSGP State Homeland Security Program (SHSP) provide funds to enhance the capability of State and local units of Government to prevent, deter, respond to and recover from incidents of terrorism involving the use of chemical, biological, radiological, nuclear and explosive (CBRNE) weapons attacks, as well as all-hazards incidents.

The purpose of this Agreement is to identify the affiliation between the Department of Health and Human Services (DHHS), the Municipality of Manchester, NH and Elliot Health System to acquire respiratory equipment under the Critical Care and Supplemental Oxygen Program, as arranged and approved by the State Administrative Agency for the HSGP, the Department of Safety (DOS), and in accordance with the DHS approved State Homeland Security Strategy.

FFY 2007 and FFY 2008 HSGP guidance states "Each state shall make no less than 80% of the total grant program amount available to local units of government..." The purpose of this Agreement is to acknowledge that DHHS will purchase, deliver, and provide for major repairs or replacement (as funds allow). Elliot Health System will provide routine maintenance, store, and deploy when needed, the portable ventilator equipment and associated accessories to enhance the overall medical surge capability in Manchester, NH and the surrounding area, or statewide as requested by NH DHHS, in response to a large-scale health event.

2. WORK TO BE PERFORMED BY GRANTEE

Elliot Health System

- a. Will act as the recipient of FFY 2007 and 2008 SHSP-funded equipment and associated accessories on behalf of the Municipality of Manchester, NH.
- b. Will inventory, track, provide routine maintenance and deploy internally and with Emergency Medical Services (EMS), as needed, the equipment and associated accessories provided by DHHS under the Critical Care and Supplemental Oxygen Program.
- c. Will participate, as requested with DHHS in training on the respiratory equipment provided.
- d. Will provide the DOS and DHHS with information requested about the usage of the ventilator equipment to continually assess the program and make improvements where needed.
- e. Will maintain possession/ownership of the ventilator(s) and associated supplies until termination of participation in the program.
- f. Will make equipment available for inspection/audit, as requested by DHHS.

3. WORK TO BE PERFORMED BY GRANTOR

The DHHS:

- a. Will use FFY 2007 and FFY 2008 SHSP funds on behalf of municipalities for the Critical Care and Supplemental Oxygen Program.
- b. Will purchase respiratory equipment with service agreements, and associated accessories.
- c. Will set-up and deliver the equipment to participating hospitals.
- d. Will provide and coordinate training for hospitals on the equipment delivered.

- e. Will request deployment in accordance with Incident Command System (ICS) if the ventilators are needed for an emergency in other locations.
- f. Will collect, analyze and report data on ventilator use at each hospital.

4. EFFECTIVE DATE

This Grant Agreement shall be effective upon signature by the Governor and Executive Council and shall continue until terminated.

The remainder of this page is intentionally left blank.

EXHIBIT B

1. PROJECT COSTS

1.1 Project Costs

The portable ventilators and required accessories to be delivered to the Grantee by the Grantor were purchased at a per unit cost of \$6,990.00.

2. PAYMENT SCHEDULE

2.1 Payment of Project Costs

The portable ventilators shall be scheduled for delivery by DHHS after the approval of this agreement by the Governor and Executive Council.

EXHIBIT C

1. The term "funds" in this grant agreement is defined to include "equipment."
2. Regarding the federal requirement that these 80% Local Homeland Security Grant Program funds be used for the benefit of local units of government, the Municipality of Manchester, NH, authorizes Elliot Health System to accept, maintain and deploy the respiratory equipment on its behalf.

Municipality of Manchester, NH

Signature of Municipal Official Legally
Designated to Sign Agreements/Contracts

Print Name

Date

POINTS OF CONTACT.

DHHS

Name and Title Kim Budde, Program Specialist, Bureau of Infectious Disease Control
Address 29 Hazen Drive, Concord, NH 03301
Phone (603) 271-0287
FAX (603) 271-8705
Email address Kim.F.Budde@dhhs.state.nh.us

Hospital Program Contact

Name and Title Steven Finnegan, Emergency Management Officer
Address 1 Elliot Way Manchester, NH 03101
Phone (603) 663-7232
FAX (603) 663-8932
Email address sfinnegan5@elliott-hs.org

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS

US DEPARTMENT OF EDUCATION – CONTRACTORS

US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Elliot Health System
Contractor Name

From: Date of G&C Approval, until terminated
Period Covered by this Certification

RICHARD A. ELWELL SR. VICE PRESIDENT AND CFO
Name and Title of Authorized Contractor Representative

Richard A. Elwell
Contractor Representative Signature

2/26/13
Date

NH Department of Health and Human Services

Standard Exhibit E
CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: Date of G&C Approval, until terminated.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- 3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

SR. VICE PRESIDENT AND CFO

Contractor's Representative Title

Elliot Health System

Contractor Name

2/26/13

Date

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Richard A. Ewell
Contractor Signature

SR. VICE PRESIDENT AND CFO
Contractor's Representative Title

Elliot Health System
Contractor Name

2/26/13
Date

NH Department of Health and Human Services

- Exhibit G -** Certification Regarding the Americans with Disabilities Act Compliance does not apply to this agreement.
- Exhibit H -** Certification Regarding Environmental Tobacco Smoke does not apply to this agreement.
- Exhibit I -** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this agreement.
- Exhibit J -** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this agreement.

Attachment 1

GRANT TERMS AND CONDITIONS – FFY 2008 HSGP

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As a condition of the receipt of these funds:

Funding may be suspended or terminated for filing a false certification in this application or other reports or documents as part of this program.

1. Freedom of Information Act (FOIA): FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The grantee may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR Part 29) and Sensitive Security Information (49 CFR Part 1520), as these designations may provide additional protection to certain classes of homeland security information.
2. Availability of Federal Funds: This grant award is contingent upon availability of federal funds approved by Congress. No State funds will be substituted should Federal funds be no longer available for this project.
3. Reports: The sub-grantee shall submit, at such times and in such form as may be prescribed, such reports as NH DOS may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. Recipients shall be responsible for providing updated obligation and expenditure information on a regular basis. The State DOS must provide to FEMA consolidated information in the Biannual Strategy Implementation Reports (BSIR) and the Categorical Assistance Progress Reports (CAPR) and local and other funding recipients shall be obligated to supply requested data to meet these obligations.
4. Applicable Federal Regulations: The recipient agrees to comply with the organizational audit requirement of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit organizations. The recipient must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Sub-grantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
5. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
6. Audit Requirements: The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by NH DOS and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-

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grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements by the completion of the cover page and the signature page of the application.

7. **Equal Employment Opportunity:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under sub-grants awarded pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The sub-grantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Sub-grantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Sub-grantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to NH DOS.
8. **Civil Rights Compliance and Notification of Findings:** The grantee will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; the Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. Seq.; Department of Homeland Security's Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Homeland Security's regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Sub-grantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Sub-grantee or Contractor will forward a copy of the findings to NH DOS who will, in turn, submit the findings to the Department of Homeland Security Office for Civil Rights and Civil Liberties.
9. **Limited English Proficiency:** The sub-grantee will comply with Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency". When implementing Department of Homeland Security/FEMA funded activities, the recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
10. **Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:

Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub-grantees shall avoid any action that might result in, or create the appearance of the following:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; and/or
- 5) Adversely affecting the confidence of the public in the integrity of the government or the program.

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11. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match. (RSA 31:95B)
12. **Non-Supplanting Agreement:** The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds.

Supplanting funds is loosely defined (for these purposes) as using federal grant money to “replace” or “take the place of” existing local funding for equipment or programs. The funds are intended to provide local entities with increased capabilities or to build capacity to address CBRNE/WMD terrorist incidents. Federal Homeland Security grant funds cannot be used to replace aged, local equipment; instead they are intended to help increase capabilities. The funds are not to be used to replace items that are worn out/broken or for replacing (supplanting) routine local budget expenses.
13. **Written Approval of Changes:** Any mutually agreed upon changes to this sub-grant must be approved, in writing, by NH DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
14. **Bidding Requirements:** The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable. On any items, including that bid in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the NH DOS for review and approval; but adequate documentation must be maintained in the sub-grantee's files.
 - a. **Buy American Act:** In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest.
15. **Obligation of Grant Funds:** Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by NH DOS. No obligations may be made, and the final request for payment must be submitted, no later than 30 calendar days before the end of the grant period.
16. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the grant recipients approved project plan and budget. Items must be in the sub-grantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
17. **Recording and Documentation of Receipts and Expenditures:** Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for

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allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

18. **Financial Responsibility:** The financial responsibility of sub-grantee must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c) The accounting system should provide accurate and current financial reporting information; and,
 - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
19. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.
20. **Property Control:** Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should exercise caution in the use, maintenance, protection and preservation of such property.
 - a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
 - b. Property Control Record: The sub-grantee agrees to be subject to a biennial audit by NH DOS and/or its duly authorized representatives. Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent
 - c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the sub-grantee shall request, in writing, disposition instructions from NH DOS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to NH DOS immediately. To comply with OMB circular A-87, equipment valued over \$5,000 must be inventoried and tracked locally and be reported to the NH Department of Safety (DOS) Grants Management Unit for 3 years or until the item carries a depreciated value of less than \$100. The disposition of the equipment must be reported. DOS recommends consulting

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with local auditors for GASB-34 compliance and disposition rules governing equipment procured with Federal funds.

21. Performance: This grant may be terminated or fund payments discontinued by NH DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by NH DOS. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from NH DOS, the sub-grantee shall reimburse NH DOS the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse NH DOS for payments made.
22. Deobligation of Grant Funds: All grants must be deobligated within thirty (30) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by NH DOS.
23. Final Report: The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.
24. Copyright: Except as otherwise provided in the terms and conditions of this grant, the sub-grantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (NH DOS) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or NH DOS purposes:
 - a. the copyright in any work developed under this grant or through a contract under this grant; and,
 - b. any rights of copyright to which a sub-grantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or NH DOS' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

25. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
26. Integrating Individuals with Disabilities into Emergency Planning: Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" and signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. DHS has outlined several steps for States to consider in protecting individuals with disabilities.

Further information on this issue can be found at the Disability and Emergency Preparedness Resource Center at <http://www.disabilitypreparedness.gov>; Guidelines for Accommodating Individuals with Disabilities in Disaster at <http://www.fema.gov/oer/reference/>; and Lessons Learned Information Sharing resource page on Emergency Planning for Persons with Disabilities and Special Needs at <http://www.LLIS.gov>. This resource center provides information to assist emergency managers in planning and response efforts related to people with disabilities. In addition, all grantees should be mindful of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability by recipients of Federal Financial assistance.

27. Compliance with the National Energy Conservation Policy and Energy Policy Acts: In accordance with FY 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with two requirements:

None of the funds made available through FY 2008 HSGP shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the

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National Energy Conservation Policy Act (42 USC 8251 et seq), or subtitle A of title I of the Energy Policy Act of 2005 (including amendments made thereby).

None of the funds made available through FY 2008 HSGP shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC 13212).

28. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantees, contractors, subcontractors, assignees or successors.
29. Construction and Renovation: Construction and Renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.
- a. CCP and MMRS funds may not be used for any type of construction or renovation
 - b. Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:
 - Construction and/or renovation to guard facilities
 - Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
 - Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
 - c. Physical security enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements
 - d. In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.
30. Environmental and Historic Preservation (EHP) Compliance FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its EHP Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations. Grantees may be required to provide additional detailed information about the project, including the following: location; description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives.

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Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period. Grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts. Failure of the grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as a result of FEMA's EHP review may jeopardize Federal funding. Please refer to IB 271 for information on Environmental Planning and Historic Preservation Requirements for Grants.

31. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
32. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements" form. (Attached)
33. Drug-Free Workplace Certification: the Federal Drug-Free Workplace Act of 1988 requires this certification. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace.
34. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the sub-grantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the sub-grantee agrees to the following:
 - a. Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and,
 - b. Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
35. Publications: The sub-grantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the sub-grantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:
 1. "This project was supported by U.S. Department of Homeland Security Funds awarded by the sub-grantee agency through the NH Department of Safety." The recipient agrees that all publications created with funding under this grant shall prominently contain the following: "this document was prepared under a grant from the U.S. Department of Homeland Security/FEMA". Points of view expressed in this document are those of the authors and do not necessarily represent the official position or policy of FEMA, the Department of Homeland Security or the NH Department of Safety (DOS)".
 2. The sub-grantee also agrees that one copy of any such publication will be submitted to NH DOS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. NH DOS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.

Attachment 1

GRANT TERMS AND CONDITIONS – FFY 2008 HSGP

NOTE: The Grant terms and conditions must be submitted within thirty (30) days from award date and prior to disbursement of funds unless otherwise specified.

36. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
37. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by NH DOS Guidelines or "Special Conditions" placed on the grant award.
38. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by NH DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
39. Suspension or Termination of Funding: NH DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued thereunder, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
 - d. Failure to submit reports.
 - e. Filing a false certification in this application or other report or document.
 - f. Other good cause shown

CERTIFICATION BY PROGRAM MANAGER/CONTACT*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Program Manager/Contact as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Steven Finnegan

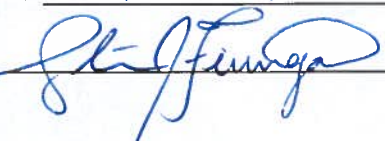
Title: Emergency Management Officer

Mailing Address: 4 Elliot Way Manchester, NH 0310

Phone Number: (603) 663-7232

Fax Number: (603) 663-8932

E-Mail Address: sfinnega5@elliott-hs.org

Signature: 

Attachment 1

GRANT TERMS AND CONDITIONS – FFY 2008 HSGP

NOTE: The Grant terms and conditions must be submitted within thirty (30) days from award date and prior to disbursement of funds unless otherwise specified.

CERTIFICATION BY FINANCIAL OFFICER*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Richard A. Elwell Title: SR. Vice-President and CFO
Mailing Address: 1 Elliot Way
Phone Number: (603) 663-2033 Manchester, NH 03101
Fax Number: _____ E-Mail Address: relwell@elliott-hs.org
Signature: Richard A. Elwell

CERTIFICATION BY AUTHORIZED OFFICIAL*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Authorized Official as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Douglas F. Dean Title: President and CEO
Mailing Address: 1 Elliot Way
Phone Number: (603) 663-2090 Manchester, NH 03101
Fax Number: _____ E-Mail Address: ddean@elliott-hs.org
Signature: [Signature]

***NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON.**

BYLAWS OF ELLIOT HEALTH SYSTEM

Article I - Name

This Corporation shall be known as Elliot Health System.

Article II - Corporate Purpose

- A. Mission Statement. The Corporation, through its subsidiary provider and development organizations, shall offer strategies and solutions for meeting the region's health care challenges.
- B. Corporate Vision. It is the vision of the Corporation to develop a system that sets the standard for health services, delivery and community health/wellness in Southern New Hampshire.
- C. Corporate Goals. It is the goal of the Corporation to (i) offer a continuum of services that address the whole person in a manner that values the individual; (ii) to be associated with responsiveness, quality, professionalism, added value, comfort and trust, (iii) to conduct itself and deliver services in a manner that is deserving of philanthropic support, (iv) to have sufficient funding in place to implement its goals and strategic plan, and (v) to be a catalyst to expedite delivery of innovative and leading edge health care services.
- D. Guiding Principles. The following shall be guiding principles and beliefs of the Corporation.
 - (i) Value diversity, and place a high level of importance on responding to the diverse needs and wants of all people in the communities we serve.
 - (ii) Serve in the best interest of the broader community by being the best we can be and being effective stewards of community resources.
 - (iii) Foster a positive work environment that embodies teamwork, embraces challenge, and celebrates accomplishment.
 - (iv) Ensure excellence and do not tolerate mediocrity nor compromise the level of services available to those we serve.
 - (v) Understand that low cost is important, but not at the expense of excellence.

Adopted: June 20, 2000

Effective: July 1, 2000

Revised: October 15, 2002

Revised & Approved: November 19, 2002

Revised: January 12, 2004

Approved: January 20, 2004

Revised: January 17, 2006

Revised & Approved: March 21, 2006

Revised: October 21, 2008

Approved: January 20, 2009

Revised: December 15, 2010

Approved: April 19, 2011

- (vi) Balance the scientific/medical approach to rendering care with an artistic/passionate approach to serving people's needs.
- (vii) Offer services with concern and respect for the dignity of every person.
- (viii) Appreciate and foster cooperation among the Board of Directors, medical staff, administration, employees, and volunteers.
- (ix) Recognize that resources must be used prudently and effectively.
- (x) Nurture financial stability and strength to allow for the fulfillment of the mission.
- (xi) Develop and maintain all relationships with integrity and openness.

Article III - Board of Directors

- A. Composition and Manner of Election. The Corporation shall be governed by a Board of Directors consisting of not more than twenty-five (25) members, each of whom shall be at least 25 years of age. The Board of Directors is to be made up of the following:

1. Up to Five (5) "Church" directors representing the five remaining churches identified in the Will of the late Mary Elizabeth Elliot¹, for a three (3) year term. Each church may nominate one or more potential directors to the Board Governance Committee. After conferring with the nominees, the Governance Committee may recommend one nominee to the full board for approval. Should any such Director be unable to complete his or her unexpired term for any reason, then the church from whom such Director was nominated may repeat the nomination process in order to select a successor director to fulfill the unexpired term.

2. Four (4) "*Ex officio*" Directors, to be the President of the Elliot Hospital Associates, Elliot Hospital's President/CEO, the President of the Elliot Hospital Medical Staff, and the Immediate Past Chairperson of the Board of Directors. *Ex officio* Directors shall not serve for any defined term, but instead shall serve for so long as they maintain the position that qualifies them for *ex officio* status. Term limits (as set forth in paragraph B. below) shall not apply to *ex officio* directors.

3. Up to Five (5) "Medical Staff" directors, for a two (2) year term, to be members of the Elliot Hospital Medical Staff nominated by the Medical Staff in cooperation with the Governance Committee of the Board. Should any such Director be unable to complete his or her unexpired term for any reason, then the Medical Executive Committee and Governance Committee shall jointly nominate a successor to fulfill the unexpired term.

¹ Namely, First [Hanover Street] Congregational Church, [Franklin Street] Brookside Congregational Church, St. Paul's Methodist Church, First Baptist Church and Grace Episcopal Church.

4. Up to eleven (11) "At Large" Directors, for a three (3) year term, to be nominated by the Governance Committee of the Board. Should any such Director be unable to complete his or her unexpired term for any reason, then the Governance Committee shall nominate a successor director to fulfill the unexpired term.
- B. Term Limits (not applicable to *ex officio* Directors). No Director shall serve more than three (3) consecutive terms. Provided, however, that a term year shall not apply as against a Director's three (3) year term during any term year where such Director is serving as Chairperson or Vice Chairperson of the Board. And further provided that even when a Director has served as Chairperson or Vice Chairperson of the Board, under no circumstances shall that Director serve more than twelve (12) consecutive years on the Board. Under circumstances where a Director's board membership is terminated as the result of the provisions of this paragraph, two (2) full years must expire before the Director is eligible for renomination to the Board. The term limit provisions set forth in this paragraph shall not apply to *ex officio* Directors.
- C. Attendance/Removal. Board members shall be expected to attend and participate in all Board meetings unless unavoidably prevented from doing so. Failure of a Board member to attend four consecutive regular meetings of the Board, unless excused, shall constitute grounds for removal from the Board. A Director may be removed from the Board for cause upon and a two-thirds (2/3) majority vote of a Board Meeting called for that purpose.
- D. Director Emeritus. The Board of Directors may elect Directors Emeritus from the group of former sitting Directors and former sitting Trustees of Elliot Hospital of the City of Manchester. Directors Emeritus may attend and participate in all meetings of the Board and but shall have no vote. Directors Emeritus shall be elected for terms of one year and may be re-elected for as many terms as the Board of Directors may see fit.
- E. Meetings. Regular meetings of the Board shall be held at such times as the Chairperson shall determine and communicate to the Board. Special meetings of the Board may be called by the Chairperson at any time. Upon written request of any two Directors, the Chairperson shall call a special meeting of the Board to be held not more than fourteen (14) days after the receipt of such request.
- F. Notice of Meetings. No notice need be given of any regular meeting of the Board. Notice of special meetings shall be served upon each Director in person or by mail addressed to him at his/her last-known post office address, at least two days prior to the date of such meeting, specifying the time and place of the meetings and the business to be transacted thereat. At any meeting at which all of the Directors are present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.
- G. Quorum. At any meeting of the Board of Directors, the presence of two-thirds (2/3) of the Board membership shall be necessary to constitute a quorum for the transaction of business. Should a quorum not be present, however, a lesser number may adjourn the meeting to some future time.

- H. Place of Meetings. The Board of Directors may hold its meeting either within or without the State of New Hampshire at such place as may be designated in the notice of any such meeting.
- I. Voting. At all meetings of the Board of Directors, each Director shall have one vote.
- J. Duties and Powers. The Board of Directors shall have control and management of the affairs and business of the Corporation. Except as otherwise provided by law or these bylaws, the act of a majority present at a meeting shall be the act of the Board, provided a quorum is present. The Board may adopt such rules and regulations as they may deem proper so long as such rules and regulations are not inconsistent with law or these bylaws.

Article IV - Officers of the Board of Directors

At its annual meeting, the Board shall elect officers to consist of a Chairperson, Vice Chairperson, Treasurer, and Secretary. Each officer's term shall run for one year or until successor officers are elected and qualified in their stead. The Board may appoint such other officers and agents as it may deem appropriate. Each officer shall be a member of the Board of Directors. No officer shall be permitted to serve in excess of four (4) consecutive terms in any single officer position.

The duties of the Officers shall be as follows:

Chairperson

The Chairperson shall call and preside at all meetings of the Corporation and of the Directors and shall be an ex-officio member of all committees.

Vice Chairperson

At the request of the Chairperson, or in the event of the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties and possess the powers of the Chairperson. To the extent authorized by law the Vice Chairperson shall have such other powers as the Board of Directors may determine and shall perform such other duties as may be assigned to him by the Board of Directors.

Treasurer

The Treasurer shall have the custody of all money, books of account, securities, deeds, contracts and other financial information of the Corporation. Under direction of the Directors, the Treasurer shall sign, seal and deliver in the name of the corporation all deeds of real estate and other instruments conveying property.

Secretary

The Secretary shall have charge of books, documents, and papers as the Board of Directors may determine and shall have the custody of the corporate seal. The Secretary shall attend and keep, or cause to be kept, the minutes of all the meetings of the Board of Directors. The Secretary shall keep a record of the membership of the Board of Directors and shall also notify the Board when terms are scheduled to expire. The Secretary shall prepare and send notices to the Board of Directors for the Annual Meeting as required herein, or for other meetings of the Corporation called in accordance with these bylaws. The Secretary may sign with the President or Vice President, in the name and on behalf of the Corporation, any contracts or agreements authorized by the Board of Directors, and when so authorized or ordered by the Board of Directors, the Secretary may affix the seal of the Corporation. The Secretary shall, in general, perform all the duties incident to the office of secretary, subject to the oversight of the Board of Directors, and shall perform such other duties as may be assigned by the Board of Directors.

Article V - Chief Executive Officer/Administration

The Directors shall select and employ a competent, experienced President/Chief Executive Officer (CEO) who shall be its direct executive representative in the management and operation of the Corporation. The CEO shall be given the necessary authority and be responsible for the administration of the Corporation and its subsidiaries, subject only to such policies as may be adopted and such orders as may be issued by the Board of Directors. The CEO shall act as the duly authorized representative of the Directors in all matters in which the Directors have not formally designated some other person or committee for such specific purpose. In addition, the CEO shall carry out such other duties and responsibilities as the Directors may, from time to time, assign.

The CEO shall serve as an ex officio member of the Board of Directors with all the rights, privileges, and obligations incident thereto.

Article VI - Corporation Meetings/Voting/Quorum

The Annual Meeting shall be held in January of each year at such hour and at such place as the Chairperson may designate. Other meetings of the Board shall be called by the Secretary upon the request of the Chairperson or three or more members of the Board of Directors. Except as otherwise provided for in these Bylaws, the nature of the business to be transacted at any meeting need not be stated in the notice for the meeting. Notice of all meetings shall be given to each Director not less than forty-eight hours before such meeting; however, any meeting at which all Directors are present, or of which any absent Director(s) waive notice, shall be a legally called meeting.

At least two-thirds (2/3) of the membership of the Board of Directors shall constitute a quorum for the transaction of business at all meetings of the corporation. A vote of a majority of the Directors present in person and voting at a duly constituted meeting shall at all times be deemed adequate for effective action except as otherwise provided by these bylaws. Each Director shall



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP
Director, Planning and Community Development

Date: March 22, 2013

Re: Health Department - CIP #211913 – School Based Dental Services

New Funding

The Health Department has notified us that they have been approved to receive Medicaid Revenues from the State of New Hampshire totaling \$40,000 from the Department of Health and Human Services. These funds will be used to pay the City's part time Dental Assistant and to maintain the dental van.

As such, we have prepared the appropriate CIP Amending Resolution and Budget Authorization Form necessary for program initiation.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

Attachments:

CIP BUDGET AUTHORIZATION

CIP#: 211913

Project Year: 2013

CIP Resolution: 6/12/2012

Title: School Based Dental Services

Amending Resolution: 4/16/2013

Administering Department: Health Department

Revision: 1

Project Description: Program funding to support school based dental services currently provided by the Manchester Health Department as well as allow for the expansion of care for Manchester children.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	7/17/2012
2	Program Completion	6/30/2013
3		
4		
5		
		6/30/2013

Line Item Budget

	STATE	OTHER		TOTAL
Salaries and Wages	\$11,873.00	\$26,000.00	\$0.00	\$37,873.00
Fringes	\$6,602.00	\$4,525.00	\$0.00	\$11,127.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,525.00	\$9,475.00	\$0.00	\$11,000.00
TOTAL	\$20,000.00	\$40,000.00	\$0.00	\$60,000.00

Revisions

Revision 1 -Budget increased from \$20,000 to \$60,000 due to the receipt of \$40,000 of Medicaid revenues.

Comments:

Funds received from the State of New Hampshire Department of Health and Human Services.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Thousand Dollars (\$40,000) for the FY2013 CIP 211913 School Based Dental Services.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept additional grant funds from Medicaid to provide continuing funding for the school based dental services;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By increasing:

FY2013 CIP 211913 – School Based Dental Services - \$40,000 Other
(from \$20,000 State to \$20,000 State, \$40,000 Other)

Resolved, that this Resolution shall take effect upon its passage.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment


Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: March 22, 2013

Re: Health Department - 2014 – School Based Oral Health Services

New Funding

The Health Department has notified us that they have been approved to receive grant funds totaling \$47,896 from the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services. These funds will be used to support school based dental services currently provided by the Manchester Health Department as well as allow for the expansion of care for Manchester children.

In order to accept the funding, the Health Department is requesting authorization to enter into a contract with the State of New Hampshire. The State has requested that the contract be executed by the Mayor and returned to the State on or before March 20, 2013 to be approved by the Governor and Council, so that the program can be initiated July 1, 2013. The appropriate Amending Resolution and budget authorization forms necessary for project initiation will be included as a part of the 2014 CIP.

Attachments:

Wesley B. Anderson, P.E.
Central Fleet Services Director



CITY OF MANCHESTER
Central Fleet Management Department

February 22, 2013

Community Improvement Committee

Subject: Proposed Changes to the City's Motorized Equipment Program

The existing Municipal Equipment Program adopted by the Board of Mayor and Alderman must be updated to reflect the establishment of the Central Fleet Services Department. Additionally there were several interim changes to the program that were previously approved by the Committee and Board that need to be included in the update. The proposed program is at attachment 1.

Key changes include:

- Re-distribution of duties based on the creation of the Central Fleet Management Department and the establishment of the Director of Central Fleet Services position.
- Identification of Departments and programs which are eligible for MER funds to replace motorized equipment.
- Establishment of the MER program funding.
- Incorporating the decision to place the proceeds from the sales of surplus vehicles back into the MER program

The existing policy is at attachment 2 for your reference. I will provide an overview of the major changes at a Committee meeting. After obtaining the Committee's concurrence on the proposed changes and in coordination with the City Solicitor's Office I will develop a change to the ordinance to reflect the proposed changes. Both the policy and the ordinance will be sent to the Board for approval.

Sincerely,


Wesley B. Anderson, PE
Director, Central Fleet Services

Attachments:

- Attachment 1 - Proposed policy
- Attachment 2 - Existing policy

CC: Department Heads

Proposed Changes are underlined

**CITY OF MANCHESTER
POLICIES AND PROCEDURES
MOTORIZED EQUIPMENT PROGRAM**

1. The Motorized Equipment Program shall be conducted under the supervision of the Community Improvement Committee (CIP), herein referred to as "Committee". The Committee:

- Reviews and recommends to the Board of Mayor and Alderman, herein referred to as "BMA" the City's Motorized Equipment Program
- Reviews all requests to add vehicles to the City's fleet
- Reviews and recommends to the BMA the annual Motorized Equipment Replacement Program, herein referred to as "MER", plan funding allocation.

2. Director of Central Fleet Services:

- Develops and recommends changes to the City's Motorized Equipment Program and Equipment Replacement Policy
- Reviews the annual MER funding allocation budget request with the Committee
- Maintains a coordinated multi-year equipment replacement schedule/plan
- Develops in coordination with the Departments the annual vehicle replacement program
- Reviews all requests for additional vehicles for compatibility and supportability before the request is sent to the Committee

3. Departments:

- Provide input on the development of the multi-year equipment replacement schedule/plan
- Provide input on the development of the annual replacement program.
- Coordinate any requests for additional vehicles and equipment with the Director of Central Fleet Services prior to submitting the request to the Committee.

4. Enterprise Programs (Parking, Environmental Protection, Ice Arenas, Derryfield Golf Course, etc.)

Fund their equipment replacement program unless approval is obtained from the Board of Mayor and Alderman to fund the program from the annual MER Program.

Coordinate their equipment replacement program with Director, Central Fleet Services

5. Water Works and Manchester Boston Regional Airport

All requests for adding equipment to the City's inventory must be approved by their respective Commissions. Water Works shall coordinate with Central Fleet Management for comments before submitting their request to their Commission.

6. Manchester Transit Authority

Funding required for purchasing transit buses comes from Federal grants and local matching funds. The City provides an annual subsidy that the Authority can use to provide the local matching funds.

7. General:

a. No vehicle will be added to the City's fleet without the approval of the Committee and the BMA. Additionally no replaced vehicles will be retained without the approval of the Committee and the BMA.

b. No vehicle (motorized equipment or trailer) shall be donated, leased, purchased or registered without the approval of the Committee and the BMA.

c. Interim requests for vehicles, emergency or otherwise, shall be made through the Director of Central Fleet Services to the Committee in care of the City Clerk. The Department requesting the additional vehicles/equipment will present the request to the Committee.

d. Additions to the fleet: Requests for adding vehicles to the fleet must be routed through Director of Central Fleet Services before going to the Committee. The Director of Central Fleet Services will determine if the requirement can be met by re-allocating an under utilized asset in the City and to determine the impact on the Central Fleet Department's operations and budget. The change will not impact the requesting Department's allocation of MER funds.

e. Specifications for MER eligible equipment will be developed by a committee consisting of the "owning" department and personnel from Central Fleet Management.

f. All motorized equipment purchases will be coordinated with Public Work's Purchasing Division

8. Procurement

a.. No vehicle (motorized equipment or trailer) will be purchased unless it is part of the annual motorized equipment replacement program. The Director, Central Fleet Services is authorized to change vehicles scheduled for replacement in the approved program based on the condition of individual vehicles. Enterprise programs may purchase replacement equipment based on their vehicle replacement program.

b. Motorized Equipment Replacement Program: The Director shall develop the annual replacement plan allocation and provide to the Mayor for inclusion in the annual budget.

c. Procurement Code Compliance: Following approval of vehicle/equipment purchase, the Director of Central Fleet Services or his designee, shall work with the Purchasing Division of Public Works to advertise bids, purchase vehicles, accept delivery

and process encumbrances and payments as may be required in accordance with the Committee's direction. Enterprise departments shall process their own encumbrances and payments.

d. New Enterprise Program vehicles will be delivered to and processed through Central Fleet Management before being given to the "owning" department.

9. Operational control, disposition of vehicles/equipment, allocation of revenues.

a. Authority for assignment and utilization of a motor vehicle shall be with the department for which it was originally purchased subject to meeting conditions of other policy requirements contained herein.

b. When a department determines for any reason that it no longer requires a particular motor vehicle, (motorized equipment or trailer), they shall immediately notify the Director of Central Fleet Services for disposition or reassignment as determined to be appropriate.

c. Replaced MER and Enterprise program vehicles will be turned over to Central Fleet before the new vehicle is provided to the Department. If for any reason the department wishes to keep the vehicle being replaced, The Department will follow the procedures for adding a vehicle to the fleet.

d. Central Fleet in coordination with Enterprise Departments will dispose of enterprise vehicles.

e. Disposition of vehicles/equipment shall be conducted as is consistent with other ordinances and City policy.

f. Revenues received from the sale of Enterprise program vehicles shall be returned to the fund from which the vehicle was purchased. Revenues received from MER fund vehicles shall be deposited into a MER revenue account and shall be used to purchase vehicles' in the MER program.

g. Vehicle Registration. No vehicle shall be registered without having been authorized by the Committee. Enterprise programs who have purchased approved vehicles shall provide purchase documentation to the Central Fleet for registration.

10. Financial and General Records.

a. The Director of Central Fleet Services shall maintain a statement of all accounts for the Committee, reflecting current budgets, amounts encumbered, and actual expenditures. The Central Fleet shall process all Certificates of Origin with the State of New Hampshire and shall hold all original titles with copies to departments as needed.

b. The Director of Central Fleet Services shall hold all original registrations with copies to the departments as needed.

c. The Central Fleet will be responsible for issuing fixed asset tags for those vehicles purchased through the MER program. The Central Fleet will be responsible for entering those vehicles into the City's Continuing Property Records. Departments will be

required to forward all necessary information regarding location, division, funding source and so forth. Enterprise departments shall process their own vehicles purchased through their funds into the City's Continuing Property Records.

d. Transferring/Retiring: The Central Fleet Management Department will be responsible for maintaining the Continuing Property Records Module for Vehicles and Equipment funded by the MER. Enterprise departments shall maintain their own continuing property records.

11. Use and Storage of City Vehicles

The City must be assured that the storage and use of vehicles is above reproach. This policy will assure the City a means of reviewing and answering reports of alleged abuse.

a. Responsibility

1. Department Head is responsible for ensuring adequate control and storage of City vehicles when such arrangements are to the advantage of the City, to investigate any alleged abuses brought to the attention of the department and take appropriate action to correct a situation if it exists.

2. Authorized Driver; City employees assigned a City vehicle are responsible for garaging or storing the vehicle at night in the City, monitoring its periodic maintenance requirements, keeping the vehicle in a presentable appearance, and bringing it to the office for use during the day at no additional cost to the City. To exercise discreet judgment in the use and operation of City property.

3. Garaging/Storing of City vehicles outside City Limits. The Department Head may authorize the garaging or storage of City vehicles outside City limits when it is in the best interest of the City to do so.

4. Employees are responsible for detailing all personal use of City Vehicles to the Human Resources Department for reporting on the employees W-2 tax form.

b. Travel

1. Official Travel: Travel related to the execution of duties and functions of city employees such as inspections, fieldwork and transportation to meetings and working sites.

2. Limited Local Travel: Participation in approved civic programs. In cases of emergency when no other transportation is available. No City employee should depend on any City vehicle exclusively for their private vehicular needs.

c. Vehicle Identification and Operators

1. City Seal: All City vehicles will bear a permanent City seal on the side doors, with the exception of Welfare vehicles, Chief of Police and Detectives' vehicles. Enterprise Departments may display the enterprise seal in place of the City seal. Department names for recognition purposes should appear below the City seal.

2. Authorized Drivers: City employees having a valid New Hampshire motor

vehicle operator's license. A copy of the operator's license shall be kept in the employee's personnel file.

3. Authorized Passengers: City employees or those who are engaged in conducting business with the City. The only exceptions to this definition are listed above under "Limited Local Travel" which is a combination of approved travel and personal. Care Should be taken in carrying passengers since the City is only liable to the extent of its insurance coverage. On passenger claims exceeding the liability limits of the City policy, the negligent driver is held responsible.

d. Permitted Overnight Utilization

1. Department heads whose regular duties require frequent use of a vehicle overnight and whose responsibilities involve evening and weekend public appearances.

2. Employees whose responsibilities involve emergency services and who are regularly subject to call.

3. To provide safe and secure storage, within the City of Manchester, for the vehicles which cannot otherwise be provided as economically and conveniently.

e. Use

1. Proper Use – Execution of official business of the city. Attending local meetings and conferences related to City business. Out of town travel requires proper approval. Limited local travel which could not be construed as an abuse.

2. Improper Use – Strictly personal use such as vacations or family recreation activities in or out of town such as beach, racetrack, etc. Off duty weekend usage. By unauthorized drivers. Providing transportation to unauthorized passengers. Driving an improperly marked City vehicle. Violation of Federal, State or City laws.

f. Airport Provisions

Because of the Airport's unique operational nature and federal oversight requiring certain Airport employees assigned radio-equipped vehicles to be on 24-hour call status, these employees are authorized limited personal use of these vehicles within a reasonable distance from Manchester Airport. Reasonable distance will be determined by the Airport Director based on Airport response-time requirements.

12. Exceptions

Exceptions to this policy may be made by the Mayor or The Committee when it is in the best interest of the City.

To the Board of Mayor and Aldermen of the City of Manchester

Gentlemen:

The Committee on CIP respectfully recommends, after due and careful consideration, that:

Consistent with **Chapter 30, Section 32.083** of the Code of Ordinances and former policies of the City, the following up-dated policies and procedures be adopted:

CITY OF MANCHESTER
POLICIES AND PROCEDURES
FLEET MANAGEMENT/MOTORIZED EQUIPMENT

1. **Fleet Management** shall be conducted under the supervision of the Community Improvement Committee.
2. **Procurement**
 - A. No vehicle (motorized equipment or trailer) shall be leased, donated or purchased without the approval of the Community Improvement Committee.
 - B. Scheduled Replacement/Annual Requests The Public Works Director shall maintain an equipment replacement schedule. Department Heads shall submit annual requests for motorized vehicular equipment to the Public Works Director on forms in a manner to be determined by the Public Works Director. Annual requests shall coincide with the annual budget process. The Public Works Director shall provide a summary of the annual requests to the Mayor for budgetary approvals.
 - C. Interim Requests for vehicles, emergency or otherwise, shall be made to the Community Improvement Committee in care of the City Clerk who shall forward a copy to the Public Works Director and present the request to the Community Improvement Committee.
 - D. Procurement Code Compliance: Following approval of vehicle/equipment purchase, the Department Head shall consult with the Public Works Director or his designee, who shall advise as may be required for compliance with the procurement code. The Public Works Director shall process encumbrances and payments as may be required in accordance with the Committee's direction. Enterprise departments shall process their own encumbrances and payments.

Attachment 211.8

3. Operational control, disposition of vehicles/equipment, allocation of revenues.

Authority for assignment and utilization of a motor vehicle, shall be with the department for which it was originally purchased subject to meeting conditions of other policy requirements contained herein.

When a department determines for any reason that it no longer requires any motor vehicle,(motorized equipment or trailer), they shall immediately notify the Public Works Director for disposition or reassignment as determined to be appropriate. Whenever a department receives a replacement vehicle for any reason (inclusive of insurance/accident) they shall immediately notify the Public Works Director for disposition purposes of the replaced vehicle. If for any reason the department wishes to keep the vehicle being replaced, a request to the Community Improvement Committee is required. Enterprise Departments will be responsible for enterprise vehicle disposition.

Disposition of vehicles/equipment shall be conducted as is consistent with other ordinances and City policy.

Revenues received, as part of disposition shall be returned to the fund from which the vehicle was purchased.

- A. Vehicle Registration. No vehicle shall be registered without having been authorized by the C.I.P. Committee. Enterprise departments who have purchased approved vehicles shall provide purchase documentation to the Public Works Director prior to applying for registration. The City Clerk shall provide a copy of all registrations to the Public Works Director for inventory maintenance purposes.
- B. Vehicle Trade-In. The department shall provide the Public Works Director trade-in documentation for any vehicle traded in toward the purchase of an approved vehicle replacement.

4. Financial and General Records.

- A. The Public Works Director shall maintain a statement of all accounts for the C.I.P. Committee, reflecting current budgets, amounts encumbered, and actual expenditures. The City Clerk shall process all Certificates of Origin with the State of New Hampshire and shall hold all original titles and registrations, with copies to departments as needed.
- B. The Public Works Director will be responsible for issuing fixed asset tags for those vehicles purchased through the Motorized Equipment Replacement program. The Public Works Director will be responsible for entering those vehicles into the City's Continuing Property Records. Departments will be required to forward all necessary information regarding location, division, funding source and so forth. Enterprise departments shall process their own vehicles purchased through other funds.
- C. Transferring/Retiring: The Public Works department will be responsible for maintaining the Continuing Property Records Module for Vehicles and Equipment. Departments must notify the Public Works Director when vehicles are disposed of, retired or transferred. Enterprise departments shall maintain their own continuing property records.

5. Use and Storage of City Vehicles

The City must be assured that the storage and use of vehicles is above reproach. This policy will assure the City a means of reviewing and answering reports of alleged abuse.

A. Responsibility

1. Department Head

It is the responsibility of each department head to arrange for adequate control and storage of City vehicles when such arrangements are to the advantage of the City, to investigate any alleged abuses brought to the attention of the department and take appropriate action to correct a situation if it exists.

2. Authorized Driver

City employees assigned a City vehicle are responsible for garaging or storing the vehicle at night in the City, monitoring its periodic maintenance requirements, keeping the vehicle in a presentable appearance, and bringing it to the office for use during the day at no additional cost to the City. To exercise discreet judgement in the use and operation of City property.

3. Garaging/Storing of City vehicles outside City Limits
The Department Head may authorize the garaging or storage of City vehicles outside City limits when it is in the best interest of the City to do so.
4. Employees are responsible for detailing all personal use of City Vehicles to the Human Resources Department for reporting on the employees W-2 tax form.

B. Travel

1. Official Travel

Travel related to the execution of duties and functions of City employees such as inspections, fieldwork and transportation to meetings and working sites.

2. Limited Local Travel

Participation in approved civic programs.

In cases of emergency when no other transportation is available. No City employee should depend on any City vehicle exclusively for their private vehicular needs.

C. Vehicle Identification and Operators

1. City Seal

All City vehicles will bear a permanent City seal on the side doors, with the exception of Welfare vehicles, Chief of Police and Detectives' vehicles, and enterprise Departments may display the enterprise seal in place of the City seal. Department names for recognition purposes should appear below the City seal.

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City employees having a valid New Hampshire motor vehicle operator's license. A copy of the operator's license shall be kept in the employee's personnel file.

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City employees or those who are engaged in conducting business with the City. The only exceptions to this definition are listed above under "Limited Local Travel" which is a combination of approved travel and personal. Care should be taken in carrying passengers since the City is only liable to the extent of its insurance coverage. On passenger claims exceeding the liability limits of the City policy, the negligent driver is held responsible.

D. Overnight Use

Permitted utilization

1. Department heads whose regular duties require frequent use of a vehicle overnight and whose responsibilities involve evening and weekend public appearances.

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Because of the Airport's unique operational nature and federal oversight requiring certain Airport employees assigned radio-equipped vehicles to be on 24-hour call status, these employees are authorized limited personal use of these vehicles within a reasonable distance from Manchester Airport. Reasonable distance will be determined by the Airport Director based on Airport response-time requirements.

6. Exceptions

Exceptions to this policy may be made by the Mayor or The Community Improvement Committee when it is in the best interest of the City.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment


Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: March 25, 2013

Re: CIP #710813 – MER

New Funding

Mr. Anderson from the Central Fleet Management Department is requesting approval to receive up to \$200,000 in revenue from the sale of City vehicles and to re-invest the revenue back into fleet acquisition expenses.

Respectfully, I request that the Committee recommend the acceptance of this additional revenue reflected in a revised Budget Authorization form and Amending Resolution to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: 710813

Project Year: 2013

CIP Resolution: 6/12/2012

Title: MER

Amending Resolution: 4/16/2013

Administering Department Highway Department-Facilities

Revision: #1

Project Description: Acquisition of motor vehicles and appurtenances for various City Departments (primarily Highway and Police).

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	07/17/12
2	Program Completion	06/30/13
3		
4		
5		
		06/30/2013

Line Item Budget

	BOND	OTHER		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$200,000.00	\$0.00	\$200,000.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$750,000.00	\$0.00	\$0.00	\$750,000.00
TOTAL	\$750,000.00	\$200,000.00	\$0.00	\$950,000.00

Revisions

#1-Adds \$200,000 Other to project budget

Comments:

Other funds are to be earned by the City from selling surplus motorized equipment.

Wesley B. Anderson, P.E.
Central Fleet Services Director



CITY OF MANCHESTER
Central Fleet Management Department

Memorandum

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Wesley B. Anderson, P.E., Director of Central Fleet Services

Date: March 14, 2013

Subject: Creation of an appropriation to use the proceeds of sales of surplus City vehicles in the MER Program

The Community Improvement Program Committee and the Board of Mayor and Alderman in 2011 approved the policy that revenue from the sale of surplus City vehicles should be used to purchase new City vehicles. The plan was and still is to use these funds to purchase vehicles that are taken out of service for those departments that may not have an MER allocation in the current fiscal year.

The City usually earns between \$30,000 and \$150,000 per year selling surplus motorized equipment. Staff has created a project account for the funds. Any purchases will not exceed the revenue generated at the time of the purchase.

I request authorization from the Committee and the Board of Mayor and Alderman to use the existing CIP account set-up for the FY2013 MER projects be amended to accept the revenue from the sale of City vehicles and allow for acquisition expenses.

Your support of this request is appreciated.

Attachments:

Wesley B. Anderson, P.E.
Central Fleet Services Director



CITY OF MANCHESTER
Central Fleet Management Department

Memorandum

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Wesley B. Anderson, P.E., Director of Central Fleet Services

Date: March 14, 2013

Subject: Creation of an appropriation to use the proceeds of sales of surplus City vehicles in the MER Program

The Community Improvement Program Committee and the Board of Mayor and Alderman in 2011 approved the policy that revenue from the sale of surplus City vehicles should be used to purchase new City vehicles. The plan was and still is to use these funds to purchase vehicles that are taken out of service for those departments that may not have an MER allocation in the current fiscal year.

The City usually earns between \$30,000 and \$150,000 per year selling surplus motorized equipment. Staff has created a project account for the funds. Any purchases will not exceed the revenue generated at the time of the purchase.

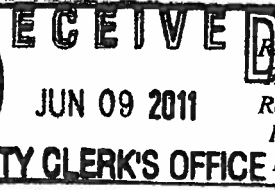
I request authorization from the Committee and the Board of Mayor and Alderman to use the existing CIP account set-up for the FY2013 MER projects be amended to accept the revenue from the sale of City vehicles and allow for acquisition expenses.

Your support of this request is appreciated.

Attachments:

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
Raymond Hebert
Harold Sullivan
Robert R. Rivard
Rick Rothwell
Bill Skouteris

CITY OF MANCHESTER
Highway Department

June 8, 2011

Honorable C. I. P., Committee
c/o Alderman Dan O'Neil, Chairman
City Clerk's Office
One City Hall Plaza
Manchester, NH 03101

RE: MER Auction Funds

Dear Committee Members:

The Highway Department manages the MER program. As such we undertake disposition of surplus property through auction. In the fall you granted us the permission to utilize revenue from that sale to purchase vehicle replacements for the Departments not recognized in the current multi-year plan.

We recently disposed of more equipment at the State of NH auction and request that all proceeds from that auction in the amount of \$12,438.80 are deposited into the CIP MER project so that we can continue replacing vehicles and equipment that are in need of replacement.

Furthermore, we request that the CIP committee grants us the permission to deposit any proceeds from disposal of equipment/vehicles into the CIP MER fund project to augment available funds in that particular year for the purpose of replacing vehicles.

We appreciate your consideration and will be available at the next Committee meeting should you have any questions.

Respectfully Submitted,

Timothy J. Clougherty
Deputy Director Public Works

Cc: K. Sheppard
W. Sanders
M. Salomone-Abood

228 Maple Street • Manchester, New Hampshire 03103 • (603) 624-6444 • FAX: (603) 624-6487
E-mail: hiway@manchesternh.gov • Website: www.manchesternh.gov

COMMITTEE ON COMMUNITY IMPROVEMENT

August 1, 2011

6:15 PM

Chairman O'Neil called the meeting to order.

The Clerk called the roll.

Present: Aldermen O'Neil, Ludwig, Shea, Craig, Greazzo

Messrs.: K. Sheppard, T. Arnold, G. Simmons, F. McNeill, P. Capano,
S. Maranto

Chairman O'Neil addressed item 3 of the agenda:

3. Petition to accept a dedication of an addition to a highway for Sarto Street.
(Note: Attached is a review from the Public Works Director.)

On motion of Alderman Shea, duly seconded by Alderman Craig, it was voted to approve this item.

Chairman O'Neil addressed item 4 of the agenda:

4. Petition for discontinuance of a portion of Sarto Street.
(Note: A review from the Public Works Director is attached.)

On motion of Alderman Ludwig, duly seconded by Alderman Shea, it was voted to refer the petition to a road hearing at a date determined by the City Clerk.

Chairman O'Neil addressed item 5 of the agenda:

5. Petition for Release and Discharge of a portion of Bay East Back Street,
aka Chestnut West Back Street.
(Note: Attached is a review from the Public Works Director.)

Alderman Craig moved to refer the petition to a road hearing at a date determined by the City Clerk. Alderman Shea duly seconded the motion.

13. Report of the Manchester Task Force on Immigrant and Refugee Integration.

(Note: Referred by the Board of Mayor and Aldermen on July 5, 2011.)

On motion of Alderman Shea, duly seconded by Alderman Greazzo, it was voted to discuss this item.

Alderman Long stated at this point it could just be tabled until we get determination from the State Department on our moratorium. The hope is that when that gets approved, then the task force with the Institute would get a best practice policy in place for the issues that we're currently having. That's why it would stay with this Committee.

On motion of Alderman Shea, duly seconded by Alderman Greazzo, it was voted to table this item.

Chairman O'Neil addressed item 14 of the agenda:

14. Communication from Timothy Clougherty, Deputy Public Works Director, requesting permission to deposit any proceeds from disposal of equipment/vehicles in the CIP MER fund project.

Alderman Greazzo moved to approve this item. Alderman Shea duly seconded the motion.

Alderman Ludwig stated just a quick question. Does this mean we're giving them permission for the rest of the year?

Mr. Sheppard replied I believe this is from the sale of used vehicles, proceeds from the State auction to this account.

Alderman Ludwig stated but I'm looking at paragraph 3. I would support this but I think paragraph 3 goes a little further than that. Doesn't it?

Mr. Sheppard replied I believe what Tim was asking is to take a look at future years because it's typically been the process that we've been allowed to do that, or the Committee has approved allowing us to move those moneys into the MER account. I think what Tim was looking at was allowing us to do that in the future or the Committee could choose that we come back every year and make the same request.

Alderman Ludwig stated I support it, but this goes a little further than what our normal business practices have been. Is that correct? Then you wouldn't have to come back here anymore?

Mr. Sheppard replied right. This would kind of set a policy allowing us to do that.

Alderman Ludwig asked would anybody be notified when pieces of equipment are being sold?

Mr. Sheppard stated every year we sell pieces of equipment; it is part of the MER program, there are a lot of trade-ins and there is a lot of equipment that goes up to auction. So it is a combination of both.

Alderman Ludwig stated but would the accounting flow through somewhere so this Committee would know. I'm kind of with this because I see a lot of pieces sitting around for longer than they should that just get further destroyed and whatever by vandals, so I'm kind of for it but I want to know would this Committee, or any other Committee for that matter, then see the money that's flowing through. I know it's not a lot.

Mr. Sheppard replied only, and I'm too sure if the CIP would because this would modified to increase the CIP, so it will come back to CIP because the CIP start-up, the \$3 million bond, for example, would need to be modified to show that revenue coming in. I'm looking at Sam Maranto. If you take that vote tonight, for example, the CIP start-up for the MER bond would have to be modified to show this revenue and in the future we'd be bringing a modified CIP bond or start-up to you to show that revenue. In this case, it is a two-step process. We ask for your approval and then it will go back to Sam, we'll have modified CIP start-up I believe is going to have to come back to the Committee, and then go to the full Board. What we're asking is to let us just come forward with a modified CIP in the future to the Committee, and then it would go to the full Board. We would be eliminating one step.

Chairman O'Neil asked Mr. Sheppard, am I correct that it would not be unusual in any given year that you might have a balance, made up number of \$20,000, in the MER bond of the \$3 million that was passed. You guys usually do a pretty good job of getting it done, but we sometimes see favorable bidding, and then you might have another \$20,000 from the sale of surplus vehicles, so you come back to the Committee and say can we take the \$40,000 and do for every call we might have done this year to pick up. I know there was a van for Health, there was a vehicle or two for Planning and Community Development, and there might have been something for the City Clerk. So that's traditionally how this has worked. All

you're suggesting is instead of coming in and getting the policy approved every year, that the Board adopts a policy going forward.

Mr. Sheppard replied right. We'd still be coming to the Committee, to Alderman Ludwig's point, because we'd have to be modifying the start-up to reflect that revenue coming in, and at that point we would be explaining it.

Alderman Shea stated I was just wondering if out of the approval of this there would be some sort of amendment that periodically they would report back to the CIP regarding how much was sold and so forth. In other words, here he gave a report of \$12,438, I would think that if we amended this, it would obviously allow the Committee to get some information about how much has been received and what has been deposited in the MER.

Mr. Sheppard responded sure. We can provide the back-up to say that \$12,438 in the future and provide the back-up for that. To show what did that come from.

Alderman Shea asked do you think you need an amendment, Mr. Sheppard?

Mr. Sheppard replied I understand what the Committee is looking for. I think in the future what we'll do is work with Sam and bring an amended CIP forward, and at that time we'll have the back-up for that showing where that revenue is coming from. And like I said, versus coming and asking can we do it, our assumption will be that we can. The Committee can always stop it at that time, but we'll work with Sam in the future and bring an amended CIP.

Alderman Craig stated looking ahead in the agenda. Item 18 Parks and Rec is looking to participate in the MER funding. Are you going to be taking a look at the MER plan and updating that at all? We have talked about departments not being included and is it time to revisit it?

Mr. Sheppard replied we actually have met with some of the smaller departments, Information Systems, Health Department and trying to take a look at their needs, taking a look as Chairman O'Neil mentioned. Sometimes if there's a balance, they can look at what vehicles are their priorities. Quite honestly into the future with a centralized fleet maintenance facility, in talking to the smaller departments, it may make sense, and Chairman O'Neil had brought this up, but we own the vehicles and we lease them out, so it is a fixed rate for the smaller departments so they can budget. For example a sedan is \$200 a month. So they can budget \$2,400 a year for that sedan. We'll have a maintenance repair budget, for example, of \$500,000, so if it needs a major engine repair for \$750, with a \$500,000 maintenance repair of equipment budget, we can better absorb something like that than a smaller department that comes out of the blue. So in the

future we're actually looking at changing the way we do things and we'll be coming forward with a plan that talks about items such as that.

Chairman O'Neil stated if I recall Alderman Craig, Mr. Sheppard you were going to go back, it probably wasn't on the top of a priority list, as Alderman Craig pointed out, we didn't include Parks Enterprise originally and we didn't include some of the smaller departments. I won't call it an oversight, it's just that they didn't get included and I know you were going to look back as we have been several years into the program now and just see if we can also commit some resources every year out of the \$3 million towards that as well. But the program has been very successful.

Chairman O'Neil called for a vote on the motion. There being none opposed, the motion carried.

Chairman O'Neil addressed item 15 of the agenda:

15. Communication from David Mara, Chief of Police, requesting permission to retain three unmarked police vehicles for use by the investigative division.

Alderman Greazzo moved to approve this item. Alderman Shea duly seconded the motion.

Chairman O'Neil stated I have a question for the Assistant Chief. Mr. Simmons, just in reviewing the letter, the people find this hard to believe over the years but license plates have been the biggest issue. Do we have to authorize three additional sets of license plates? I didn't see it in the letter. Maybe I missed it.

Mr. Gary Simmons, Assistant Police Chief, replied by taking this vote it entitles us to increase our fleet, of which it would allow us to register three more cars. So we would have to obtain three more vehicles.

Chairman O'Neil stated that has been for some reason a big deal around here over the years getting additional sets of plates. Thank you for clarifying that.

Chairman O'Neil called for a vote on the motion. There being none opposed, the motion carried.

Chairman O'Neil addressed item 16 of the agenda:

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Thousand Dollars (\$200,000) for the FY 2013 CIP 710813 MER Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept revenue generated from the sale of surplus motorized equipment;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By increasing:

FY 2013 CIP 710813 – MER Project - \$200,000 Other
(from \$750,000 Bond to \$750,000 Bond; \$200,000 Other)

Resolved, that this Resolution shall take effect upon its passage.

CIP BUDGET AUTHORIZATION

CIP#: 310413 Project Year: 2013 CIP Resolution: 6/12/2012
 Title: City Schools Technology Upgrades Amending Resolution: 4/2/2013
 Administering Department: School Department Revision:

Project Description: To equip all City schools with WiFi, purchase 5,000 computers and tablets, provide professional development for staff, update and replace telephone and intercom systems.

Federal Grants

Federal Grant: No
 Grant Executed: N/A

Environmental

Review Required: No
 Completed:

Critical Events

1	Program Initiation	4/2/2013
2	Program Completion	6/30/2020
3		
4		
5		6/30/2020

Line Item Budget

	BOND			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$300,000.00	\$0.00	\$0.00	\$300,000.00
TOTAL	\$2,800,000.00	\$0.00	\$0.00	\$2,800,000.00

Revisions

Comments: Breakdown of the funds to include: \$500,000 for WiFi to all City schools, \$1.5 million for the purchase of 5,000 computers and tablets, \$300,000 for professional development, \$300,000 to update and replace telephone systems, and \$200,000 to update and replace intercom systems.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000) for the 2013 CIP 310413 – City Schools Technology Upgrades Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

<u>Purpose</u>	<u>Amount</u>
2013 CIP 310413 – City Schools Technology Upgrades Project	\$2,800,000

It is hereby declared that the public works and improvements to be financed by said bonds, notes or lease purchases have a useful life in excess of 7 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000) for the 2013 CIP 310413 – City Schools Technology Upgrades Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000) for the FY 2013 CIP 310413 City Schools Technology Upgrades Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate funding from Bond proceeds to implement specific technology upgrades and professional staff development in the City's school system;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By adding:

FY 2013 CIP 310413 City Schools Technology Upgrades Project - \$2,800,000 Bond

Resolved, that this Resolution shall take effect upon its passage.

CIP BUDGET AUTHORIZATION

CIP#: 711513

Project Year: 2013

CIP Resolution: 6/12/2012

Title: Phase II Energy and Deferred Maintenance Program

Amending Resolution: 4/2/2013

Administering Department Highway-Facilities

Revision:

Project Description: To complete projects that will reduce the school district utility bills.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed: No

Completed:

Critical Events

1	Program Initiation	4/2/2012
2	Program Completion	6/30/2032
3		
4		
5		
		6/30/2032

Line Item Budget

	BOND			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$3,200,000.00	\$0.00	\$0.00	\$3,200,000.00
TOTAL	\$3,200,000.00	\$0.00	\$0.00	\$3,200,000.00

Revisions

Comments:

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) for the 2013 CIP 711513 – Phase II Energy and Deferred Maintenance Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

<u>Purpose</u>	<u>Amount</u>
2013 CIP 711513 – Phase II Energy and Deferred Maintenance Program	\$3,200,000

It is hereby declared that the public works and improvements to be financed by said bonds, notes or lease purchases have a useful life in excess of 20 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) for the 2013 CIP 711513 – Phase II Energy and Deferred Maintenance Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, authorizing and appropriating funds in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) for the FY 2013 CIP 711513 Phase II Energy and Deferred Maintenance Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate Bond proceeds to fund cost savings energy improvements in City schools;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By adding:

FY 2013 CIP 711513 – Phase II Energy and Deferred Maintenance Program- \$3,200,000 Bond

Resolved, that this Resolution shall take effect upon its passage.



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment


Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: March 25, 2013

Re: CIP #310513 – School Grounds Pavement Rehabilitation Projects

Existing Funding

The School Department has informed us that the Board of School Committee has accepted the transfer of a remaining bond balance from the McGregor Street project to a newly created CIP Project for the rehabilitation of pavement on certain school grounds.

Respectfully, I request that the Committee recommend the transfer of this existing bond balance reflected in this Budget Authorization form and Amending Resolution to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: 310513 Project Year: 2013 CIP Resolution: 6/12/2012
 Title: School Grounds Pavement Rehabilitation Projects Amending Resolution: 4/16/2013
 Administering Department: School Department Revision:

Project Description: To perform various pavement rehabilitation projects at Weston, Parkside, West, Memorial, Central, Southside, and Hillside Schools.

Federal Grants Federal Grant: No **Environmental** Review Required: No
 Grant Executed: NA Completed:

Critical Events

1	Program Initiation	4/16/13
2	Program Completion	12/30/13
3		
4		
5		
		12/30/2013

Line Item Budget

	BOND			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$345,870.71	\$0.00	\$0.00	\$345,870.71
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$345,870.71	\$0.00	\$0.00	\$345,870.71

Revisions

Comments: \$345,870.71 Bond funding transferred from CIP #310310

CIP BUDGET AUTHORIZATION

CIP #: 310310

Project Year: 2010

CIP Resolution: 5/26/2010

Title: School Administration Offices Project

Amending Resolution: 4/16/2013

Administering Department: School Department

Revision: #2

Project Description: Acquisition and remodeling of property for use as a new school administration building.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Project Initiation	6/23/2010
2	Project Completion	6/30/2011
3		
4		
5		

Expected Completion Date:

6/30/2011

Line Item Budget

	BOND			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,704,129.29	\$0.00	\$0.00	\$1,704,129.29
TOTAL	\$1,704,129.29	\$0.00	\$0.00	\$1,704,129.29

Revisions

#1-Transfers \$350,000 Bond to CIP 310212 Beech Street/Parkside Schools Drain Repair Project.
#2-Transfers \$345,870.71 to CIP 310513 School Grounds Pavement Rehab. Projects

COMMENTS

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing the Finance Officer to effect a transfer of Three Hundred Forty Five Thousand Eight Hundred Seventy Dollars and Seventy One Cents (\$345,870.71) for the 2013 CIP 310513, School Grounds Pavement Rehabilitation Projects.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

That: Pursuant to RSA 33:33-a there is hereby authorized to be expended for purposes stated in Section 3 of the Municipal Finance Act, the sum of Three Hundred Forty Five Thousand Eight Hundred Seventy Dollars and Seventy One Cents from the balance of bonds authorized as follows:

Section 1.

From:

2010 CIP 310310, School Administration Offices Project

Amount Transferred: \$345,870.71

Original Resolution Adopted: June 22, 2010

Original Amount: \$2,400,000.00

To:

2013 CIP 310513, School Grounds Pavement Rehabilitation Projects - \$345,870.71

Section 2. Resolved, that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Three Hundred Forty Five Thousand Eight Hundred Seventy Dollars and Seventy One Cents (\$345,870.71) for the FY 2013 CIP 310513 School Grounds Pavement Rehabilitation Projects.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to transfer existing funding from Bond proceeds to perform various pavement rehabilitation projects at select City Schools;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By adding:

FY 2013 CIP 310513 School Grounds Pavement Rehabilitation Projects - \$345,870.71 Bond

By decreasing:

FY 2010 CIP 310310 School Administration Offices Project - \$345,870.71 Bond

Resolved, that this Resolution shall take effect upon its passage.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment


Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: March 25, 2013

Re: CIP #411713 – Domestic Violence Prosecutor

New Funding

Mr. Arnold from the City Solicitor's Office has been notified that the State of NH Dept. of Justice awarded the City a grant in the amount of \$35,000 to support the Domestic Violence Prosecutor position. Additionally, a previously requested transfer of \$50,000 from Contingency to support the position was also approved.

Respectfully, I request that the Committee recommend the acceptance of this NH Dept. of Justice award reflected in a revised Budget Authorization form and Amending Resolution to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: 411713

Project Year: 2013

CIP Resolution: 6/12/2012

Title: Domestic Violence Prosecutor

Amending Resolution: 4/2/2013

Administering Department: City Solicitor's Office

Revision: #2

Project Description: Funding to support a Domestic Violence Prosecutor position within the City Solicitor's Office.

Federal Grants

Federal Grant:

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1	Project Initiation	8/7/12
2	Project Completion	6/30/13
3		
4		
5		

6/30/2013

Line Item Budget

	OTHER	STATE	Contingency	TOTAL
Salaries and Wages	\$30,000.00	\$40,792.00	\$50,000.00	\$120,792.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$30,000.00	\$40,792.00	\$50,000.00	\$120,792.00

Revisions

#1- Increases budget by \$5,792 State.

#2- Increases budget by \$50,000 Contingency and \$35,000 State.

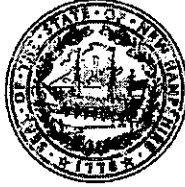
Comments:

Other funds received from Mary Gale Foundation.

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

MICHAEL A. DELANEY
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

RECEIVED

MAR 03 2013

March 5, 2013

CITY SOLICITOR'S OFFICE

Thomas R. Clark
Office of City Solicitor
One City Hall Plaza
Manchester, NH 03101

Re: 2013 Violence Against Women Federal Grant Program - Award # 2013W067

Dear City Solicitor Clark:

I am pleased to inform you that grant funding in the amount of \$35,000 has been approved by the Governor and Executive Council to your agency. The time period for this award is January 1, 2013 through December 31, 2013.

Enclosed please find the original grant award that will need to be signed and dated by you and returned to this office, retaining a copy for your records. We have also enclosed a copy of your expenditure report for your review and initial financial expenditure filing. Expenditure reports must be submitted to this office on a quarterly basis, with a due date of 15 days beyond the previous quarter. For example, with an award that begins Jan. 1- the first expenditure report will be due on April 15th. Expenditure reports submitted beyond the due date are considered out of compliance. A Microsoft Excel spreadsheet version of the expenditure report designed to facilitate your reporting is available from this office upon your request.


Should you have any questions concerning your grant project, please contact Susan Dearborn of the Grants Management Unit by email at susan.dearborn@doj.nh.gov or by phone at 271-8091.

Congratulations and thank you for your efforts on behalf of victims of violent crimes in New Hampshire.

Sincerely,

Michael A. Delaney
Attorney General

MAD/shd
enclosure

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Agency Name: City of Manchester		Vendor No.: 177433-B004
Program Name: DV/SA Prosecutor		Amount: \$ 35,000.00
Grant Start Date: 01/01/2013	State Grant Number: 2013W067	
Grant End Date: 12/31/2013	Federal Grant Number: 2012-WF-AX-0004	
Appropriation No.: 02-20-20-201510-5017-072-500574		
Head of Agency	Project Director	Fiscal Officer
Thomas Arnold Deputy City Solicitor 1 City Hall Plaza Manchester, NH 03101 603-624-6523	Thomas Clark City Solicitor 1 City Hall Plaza Manchester, NH 03101 603-624-6523	Sharon Wickens 1 City Hall Plaza Manchester, NH 03101 603-624-6523
Federal Grant Name: Violence Against Women Act - 2012		
Federal Agency: United States Department of Justice		
Bureau/Office: Office of Justice Programs		
CFDA Number: 16.588		
Purpose of Grant: DV/SA Prosecutor		
Financial Requirements: See signed Program Guidelines and Special Conditions.		
Match Requirements: Match must be spent on program allowable activities.		
Reporting Requirements: Monthly or quarterly financial reports Annual performance report and audit Adherence to State and Federal guidelines and special conditions		
Approval	Program Agency	NH Department of Justice
Name	Thomas Arnold	 Rosemary Pareira
Title	Deputy City Solicitor	Director of Administration
Date		3-5-2013
All terms of this grant award are not valid unless signed by both authorized parties.		

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Authorizing the Finance Officer to effect a transfer of Fifty Thousand Dollars (\$50,000.00) from Contingency to FY13 CIP Project 411713 – Domestic Violence Prosecutor”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

That the Finance Officer be and is hereby directed to effect a transfer from Contingency as follows:

FY13 CIP Project 411713 – Domestic Violence Prosecutor\$50,000.00
--	------------------

Resolved, that this resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Thirteen

A RESOLUTION

“Amending the FY 2013 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eighty Five Thousand Dollars (\$85,000) for the FY 2013 CIP 411713 Domestic Violence Prosecutor.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2013 CIP as contained in the 2013 CIP budget; and

WHEREAS, the 2013 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen previously authorized the Finance Officer to utilize \$50,000 from Contingency for the purposes of funding the Domestic Violence Prosecutor position within the City Solicitor’s Office;

WHEREAS, the Board of Mayor and Aldermen wishes to accept a grant from the NH Department of Justice in the amount of \$35,000 to assist in funding the previously stated position;

NOW, THEREFORE, be it resolved that the 2013 CIP be amended as follows:

By increasing:

FY 2013 CIP 411713- Domestic Violence Prosecutor - \$50,000 Contingency; \$35,000 State

By decreasing:

Contingency - \$50,000

Resolved, that this Resolution shall take effect upon its passage.

NEW HAMPSHIRE RIVERS COUNCIL

Rivers Make New Hampshire!

Board of Directors

Michele L. Tremblay
President
Boscawen

Matt Monahan
Vice President
Goffstown

Danna Truslow
Treasurer
Rye

Dave Magnon
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Rachel Brown
Manchester

Ellen Bryan
Concord

Steven Lowe
Canterbury

Rachel Ruppel
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Frank Tupper
Canterbury

Honorary Directors

Stephen Blackmer
Camilla Lockwood
Patricia Schlesinger
Kelly Short

Staff

Beth Flagler
Program
Administrator

Jean Eno
Winnicut River
Watershed Coalition

Mission

Ecologically sound
management of New
Hampshire's rivers,
watersheds, and
related natural
resources.

March 19, 2013

The Honorable James Roy, Chair
Community Improvement Program Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Manchester Community Improvement Program Committee members,

The New Hampshire Rivers Council appreciates the opportunity to share information on this exciting project that will improve water quality and help native brook trout struggling to survive in McQuesten Brook. The Rivers Council has made arrangements to present the removal of three obsolete dam structures located in Ward 10 to the CIP Committee on April 2, 2013. Our hope is that the City of Manchester will provide services and equipment, which will make the dam removals and restoration possible.

The timing of the McQuesten Brook Watershed Restoration Project is aligning perfectly with the other efforts in the community exploring the redevelopment of Second Street. The New Hampshire Rivers Council and project partners are eager to collaborate on improvements within the watershed that will reduce stormwater runoff and pollution. This project follows Manchester's lead on its extraordinary restoration efforts to date including Black Brook, Crystal Lake, Nutt Pond, Dorr's Pond, and the Piscataquog River.

Please do not hesitate to contact me should you have any questions or if I may provide any further information. Thank you.

Sincerely,



Beth Flagler
Program Administrator

Presentation attached/enclosed

McQuesten Brook Watershed Dam Removal and Restoration Project

April 2, 2013 • 6:00 PM

Manchester Community Improvement Program Committee



**NEW HAMPSHIRE
RIVERS COUNCIL**
Rivers Make New Hampshire!

This project is also made possible
through a grant from the
Samuel P. Hunt Foundation and



The New Hampshire Rivers Council is committed to the conservation and ecologically sound management of New Hampshire's rivers, watersheds and related natural resources.

The organization was formed as a nonprofit in 1985 as the New Hampshire Rivers Campaign to draft and pass the New Hampshire Rivers Management and Protection Act. In 1993, it became the New Hampshire Rivers Council. The Council works to inform citizens about the value of the state's rivers, designate rivers in the state's management and protection program, and advocate for the wise management of New Hampshire river resources.

NEW HAMPSHIRE RIVERS COUNCIL

Rivers Make New Hampshire!

www.NHRivers.org

A look at other City of Manchester supported protection/restoration efforts.
Protecting and restoring surface waters and the environment within the City.
Thank you to everyone involved for their leadership and hard work.



Dorrs Pond, Nutt Pond, and Crystal Lake BMPs



Piscataquog River Park



Maxwell Pond/ Black Brook (before)



Maxwell Pond/ Black Brook (after)

McQuesten Brook Watershed Restoration

The New Hampshire Rivers Council spawned the idea for a McQuesten Brook watershed restoration plan after it worked with volunteers from the Anheuser-Busch Merrimack plant, whom cleaned up trash from the pond and brook as part of its national program.

The Council is proud to be leading the effort with its partners to develop a watershed restoration plan to restore McQuesten Pond and Brook. The project is funded by the NH Department of Environmental Services, NH Fish and Game Department, New Hampshire Rivers Council, and the Samuel P. Hunt Foundation.

The partners hope that the City will provide equipment and services to make the proposed dam removal element of the restoration plan possible.

This project is made possible through
a grant from the
Samuel P. Hunt Foundation and



The vision



Project partners envision three successful dam removals and the restoration of 1,500 feet of stream channel in the former McQuesten Pond impoundment.

With the City of Manchester commitment to this project, confidence is high relative to restoring designated uses within this section of the McQuesten Brook watershed once the dams within McQuesten Pond have been removed.

The vision (continued)

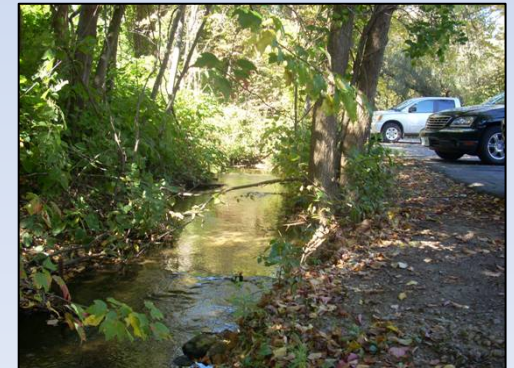


It is anticipated that the stagnant pond will revert back to a flowing stream system with adequate circulation of surface waters, aeration, and vegetated buffers providing shade and cooler in-stream temperatures that eastern brook trout will seek out.

As the watershed restoration plan is implemented under future phases, project partners predict a McQuesten Brook that fully supports designated uses, provides excellent habitat and refuge for eastern brook trout, is embraced by local businesses, residents, municipalities, and organizations both in and outside the watershed as a resource worthy of restoration in the short term, and protection and continued enhancement into the future.

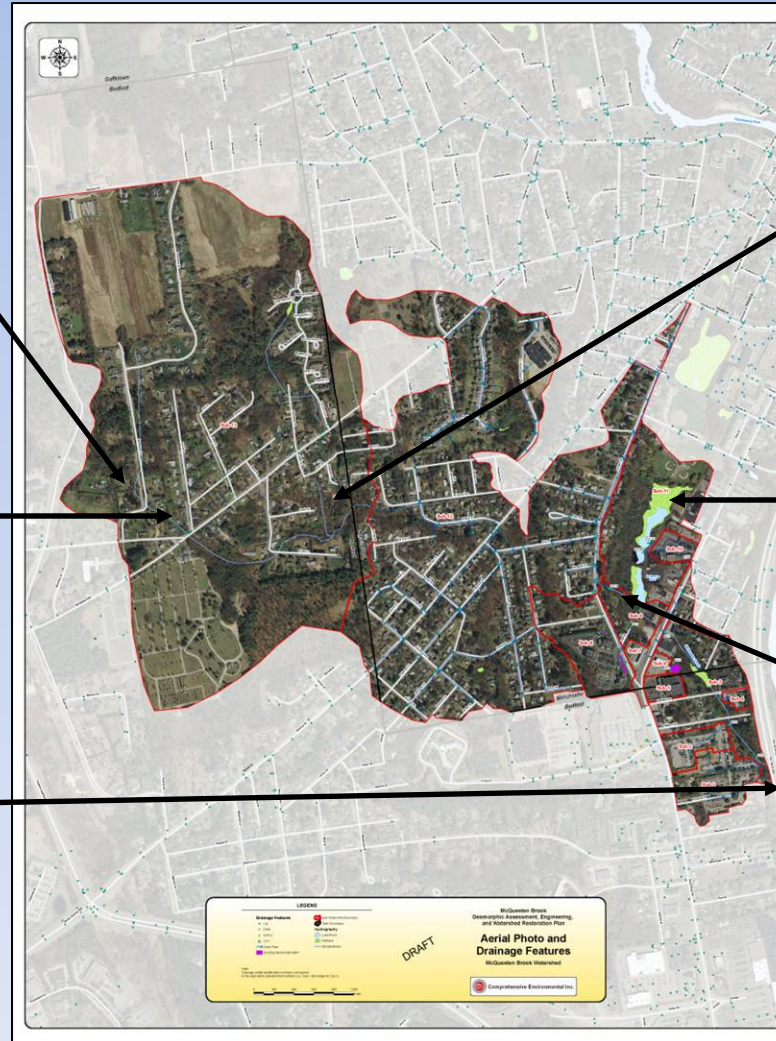
McQuesten Brook Watershed Restoration

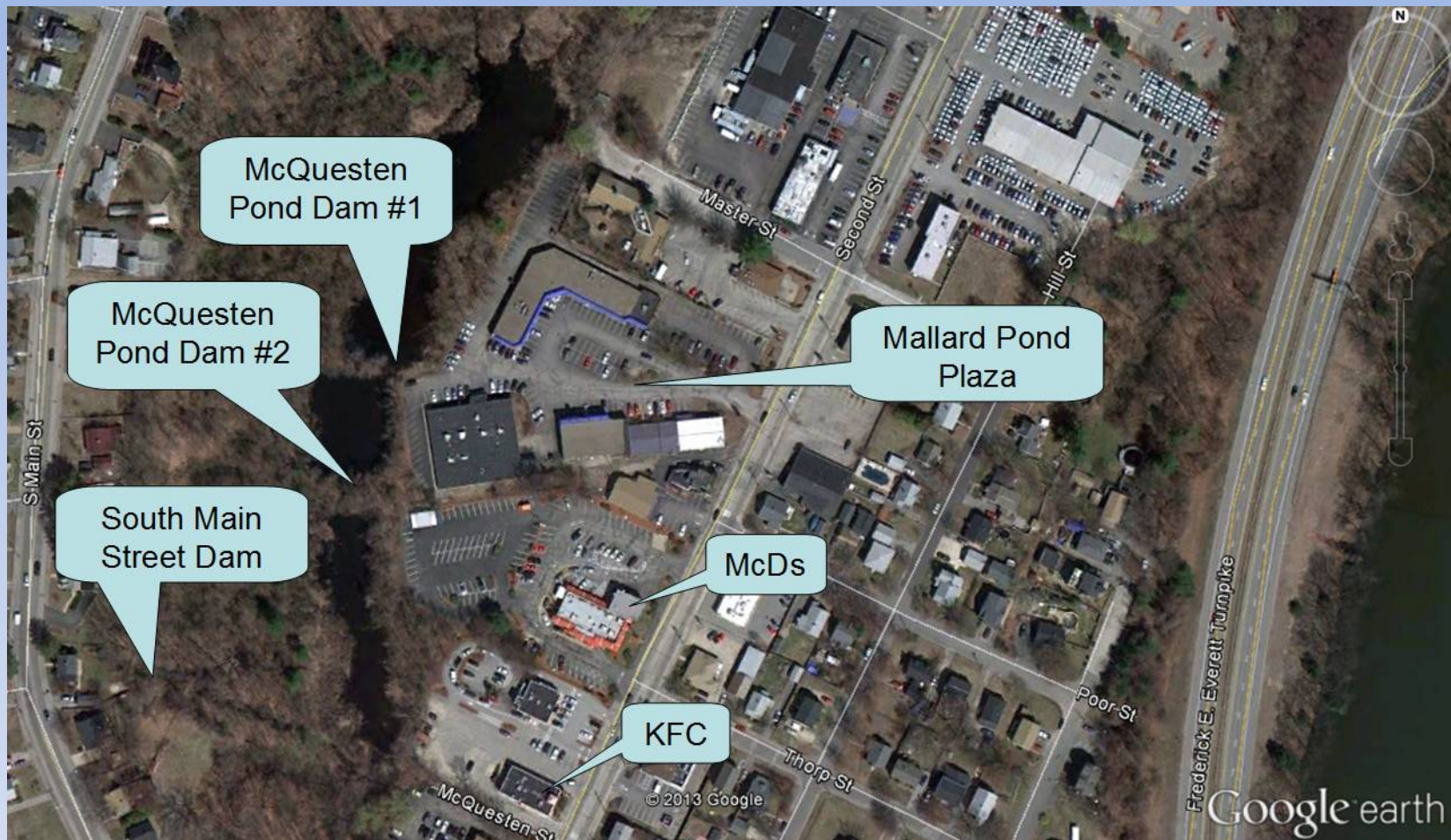
- McQuesten Brook supports one of the state's highest quality populations of self-sustaining wild brook trout as well as a variety of other wildlife.
- Stormwater and its runoff can include chemicals, sediments, nutrients, and toxins that are washed into McQuesten Brook after rainfall, snowmelt—or from lawns, car washing, and other activities.
- Stormwater runoff and the pollutants contained within it poses one of the greatest threats to the population of wild brook trout in the watershed.
- The City of Manchester, residents and businesses in the McQuesten watershed are the only ones who can reduce pollution at the source and achieve the restoration vision for the watershed.



McQuesten Brook Watershed

563 acres





The map above illustrates the locations of three of the stream barriers located in the McQuesten Brook watershed. The South Main Street dam is located on a freely flowing section of McQuesten Brook immediately downstream of the 66 inch culvert under South Main Street. The McQuesten Pond Dams (#1 and #2) have impounded a branch of McQuesten Brook to create McQuesten Pond. The pond averages 18 inches deep and is an impaired surface water for failure to support aquatic life due to insufficient dissolved oxygen and excessive algae blooms during the summer months.



The South Main Street dam- looking upstream from McQuesten Brook with 66" South Main Street culvert in background. Cracks along downstream face of dam are visible and structure is in 4 separate pieces.



A young volunteer pictured with one of the dead native brook trout she found trapped near the South Main Street dam on June 1, 2012.

McQuesten Pond Dam #1 (below) - viewed from upstream side in McQuesten Pond. Submerged granite blocks have a total combined length of 13 feet. Flow from McQuesten Brook has out-flanked the barrier and active erosion is present along river left adjacent to the commercial parking lots. Another 30 feet of fill is visible under the invasive species covered berm adjacent to river right.



McQuesten Pond Dam #2 (above) - as seen from river right across to river left. McQuesten Pond is approximately two feet higher in elevation upstream of this barrier compared to the downstream surface water elevation.

338-1: Gerry McNeil owner of KC's BBQ

652-13: Anthony Fabrizio,
728 South Main Street

17.13

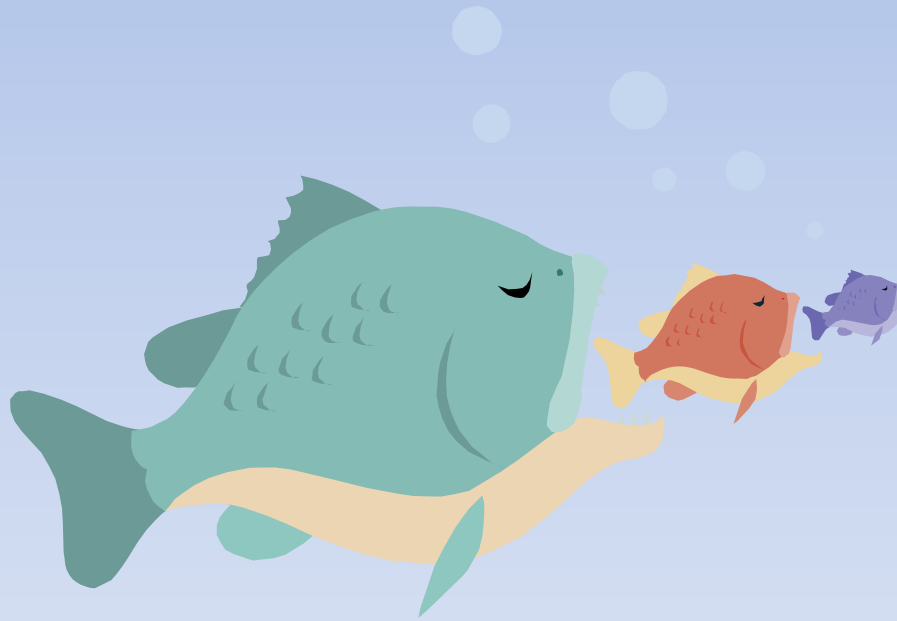
Community Support and Funding

- Project partners include the Manchester Conservation Commission, Manchester Urban Pond Restoration Program, Manchester Fly Fishing Association, Merrimack River Valley Trout Unlimited, New Hampshire Fish and Game, New Hampshire Department of Environmental Services, the Town of Bedford, and the City of Manchester.
- The Watershed Assistance Grant funding proposal for the project submitted by NHRC was ranked #1 out of fifteen reviewed by NH DES. NHDES Section 319 grant provides sixty percent of the total project cost. The City of Manchester in-kind support will provide nearly half of the required non-federal match for this project.
- Project partners in Manchester are asked to provide donated hours and equipment to remove the dam structures.
- Future improvements in the watershed include culvert replacements on Wathen Road and Eastman Avenue in Bedford. The Town of Bedford will be funding the culvert replacements, estimated to cost several hundred thousand dollars and collaborating with McQuesten Brook Watershed Restoration Partners to maximize the benefits of the new culverts.

Project timing

- By June 1, 2013- NHRC enters a contract with a consultant or team of consultants to implement the design, engineering, and permitting for dam removals in the McQuesten Brook watershed.
- By May 1, 2014- Consultant will have completed the final designs and secured the required permits to carry out the scope of work to remove the South Main Street Dam, and the two dams within McQuesten Pond.
- By May 30, 2014- Hold a Public Informational Meeting
- By late summer of August 2014 or 2015- Removal of the dams (NH F&GD determines winter dam removal to be hazardous to the fish population)
- By December 31, 2015- Removal of the dams, coordinate with NH F&GD to lead volunteers on fish population assessments, coordinate with MUPRP to conduct water quality sampling under the Volunteer River Assessment Program, follow Gulf of Maine Council protocols to establish monumented photo points and documentation to capture trends before, during, and post-dam removal at all three sites.

Thank You!





CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment


Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: February 21, 2012

Re: CIP #612005 Housing Rehabilitation Program – Mortgage Subordination 30
Fairmount Avenue (Single Family Home)

Stephen Laurin, the owner of 30 Fairmount Avenue has contacted this office to request the subordination of a City lien totaling \$11,816 placed upon this property. The lien was placed due to the use of Housing Rehabilitation Program funds being used in the renovation of the property. The current balance of the City's loan is \$2,363.24 and two annual payments remain.

As noted in the attached letter and e-mail correspondence, the requested subordination will allow the owner to acquire a lower rate mortgage on the property thereby reducing operational costs and correspondingly, its economic viability. Mr. Laurin represents that no cash is being taken out in the refinancing and that the City's security instrument will remain in third position. As such, it would be consistent with the previous actions of the Committee to recommend this lien subordination.

Stephen A. Laurin
30 Fairmount Avenue
Manchester, NH 03104

February 14, 2013

CIP Manager
City of Manchester
Planning and Community Development
One City Hall Plaza
Manchester, NH 03101

Todd,

I am working to refinance my CitiMortgage loan for my residence at 30 Fairmount Avenue, and request a subordination of my Rehabilitation Loan (CIP #612005) to complete the application. The Rehabilitation Loan is currently in third position after Citi Bank and Wells Fargo Bank (line of credit). The original City of Manchester loan amount was \$11,816.04. The current balance on my Rehabilitation Loan is \$2,363.24. I have made 8 annual payments of 1,181.60.

Thank you for your consideration of my request. You can reach me at 641-1090 with any questions you may have.

Sincerely,

Stephen Laurin

Fleming, Todd

From: slaurin@comcast.net
Sent: Thursday, February 21, 2013 12:09 PM
To: Fleming, Todd
Subject: Re: Stephen Laurin subordination request

Todd,
 I don't know that Citimortgage will be able to get the subordination document to you by tomorrow. If not, I think you said the next opportunity to take this to the BMA is in late March.

My existing loan is a 30-year fixed at 5.75% for \$160,000. My monthly payment with escrow is \$1,226.00.

The new loan is for a 30-year fixed at 4.131% APR for \$144,000 (the approximate current balance of the existing loan). The new payment with escrow would be \$981.25.
 Steve.

From: "Todd Fleming" <TFLEMING@manchesternh.gov>
To: "slaurin@comcast.net" <slaurin@comcast.net>
Sent: Wednesday, February 20, 2013 2:33:12 PM
Subject: RE: Stephen Laurin subordination request

Thank you Steve. In addition to this information I need information on the loan that you would like to refinance. I need to know the terms of your existing loan (interest rate and loan balance) and the terms of the new loan (interest rate and new loan amount). Generally, the only reason that the City will agree to subordinate is in cases where the mortgagee is attempting to refinance in an effort to reduce their monthly payment. As such, I need to include that information as a part of your request. In addition, I need to get a copy of the Subordination document so that I can submit it to the City Solicitors office for their review. To get this information on the agenda, I need to have all this information no later than Friday 2/22/2013.
 Thank you.

From: slaurin@comcast.net [mailto:slaurin@comcast.net]
Sent: Wednesday, February 20, 2013 12:32 PM
To: Fleming, Todd
Subject: Stephen Laurin subordination request

Todd,
 I think my request is attached now. I believe the subordination document is created by Citimortgage, and they will be sending it to you or contacting you.
 Thanks.
 Steve.



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment


Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: March 25, 2013

Re: CIP #612005 Housing Rehabilitation Program – Mortgage Subordination 30
Fairmount Avenue (Single Family Home)

Since the last CIP meeting, Stephen Laurin, the owner of 30 Fairmount Avenue has provided the City with a copy of the requested Subordination Agreement. CIP staff forwarded a copy of the Agreement to the City Solicitor's office and they reviewed the Agreement and found that everything was in order.

As noted in the memo submitted for the March CIP Meeting, the requested subordination will allow the owner to acquire a lower rate mortgage on the property thereby reducing operational costs and correspondingly, its economic viability. Mr. Laurin represents that no cash is being taken out in the refinancing and that the City's security instrument will remain in third position. As such, it would be consistent with the previous actions of the Committee to recommend this lien subordination.

Memo

To: Tom Clark, City Solicitor
From: Todd D. Fleming, Senior Planner
Date: 3/12/2013
Re: 30 Fairmount Avenue – Loan Subordination Request

Tom, I would appreciate it if you would review the attached subordination documents for the referenced property. The City currently holds a mortgage totaling \$11,816.04 on this property. This item is being placed on the agenda for the April 1, 2013 CIP Meeting. It was tabled at the March meeting because the Subordination Agreement had not been submitted for review. Please let me know if there are any issues with the attached document. If you have any questions, please do not hesitate to contact to me. Thank you.

After Recording Mail To:
CITY OF MANCHESTER, A NEW HAMPSHIRE MUNICIPAL
CORPORATION,
Healthy Home Service
214 Spruce Street
Manchester, NH 03103

SUBORDINATION OF MORTGAGE

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned CITY OF MANCHESTER, A NEW HAMPSHIRE MUNICIPAL CORPORATION, being the holder of a certain Mortgage/Deed of Trust dated 12/5/2006, recorded in Official Record for HILLSBOROUGH County, NH, on 09/09/2008. Book/Instrument 7777, Page 2369, in the original amount of \$11,816.04, upon the following premises to wit:

For itself, its successors and assigns CITY OF MANCHESTER, A NEW HAMPSHIRE MUNICIPAL CORPORATION, does hereby waive the priority of its mortgage referenced above, in favor of a certain mortgage to Citi Bank N.A., its successors and assigns, executed STEPHEN LAURIN, being dated the _____ day of _____, 2013 in an amount not to exceed \$144,313.00 recorded concurrently herewith Recorder's Office, HILLSBOROUGH County, NH and upon the premises above described CITY OF MANCHESTER, A NEW HAMPSHIRE MUNICIPAL CORPORATION,, mortgage shall be unconditionally subordinate to the mortgage to Citi Bank N.A., its successors and assigns, in the same manner and with like effect as though the said later encumbrance had been executed and recorded prior to the filing for record of the CITY OF MANCHESTER, A NEW HAMPSHIRE MUNICIPAL CORPORATION, but without in any manner releasing or relinquishing the lien of said earlier encumbrance upon said premises.

IN WITNESS WHEREOF, CITY OF MANCHESTER, A NEW HAMPSHIRE MUNICIPAL CORPORATION, has caused this Subordination to be executed by its duly authorized representative as of this _____ day of _____, 2013.

CITY OF MANCHESTER, A NEW HAMPSHIRE MUNICIPAL
CORPORATION

By: _____
Name and Title

Witness

Print Witness Name

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On the _____ day of _____ 2013, before me the Undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity/(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public _____
My Commission Expires: _____

Exhibit A

Address: 30 FAIRMOUNT AVE
MANCHESTER, NH 03104

LEGAL DESCRIPTION

A TRACT OR PARCEL OF AND, WITH THE BUILDINGS THEREON, SITUATE IN MANCHESTER, HILLSBOROUGH COUNTY, NEW HAMPSHIRE, KNOWN AS LOTS NUMBERED 3 AND 4, AS SHOWN ON A PLAN OF LAKEVIEW HEIGHTS, MADE BY FRANK A. GAY, C.E. DATED MAY, 1913, AND FILED IN THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS AS PLAN #415.

TAX ID: 0495-0002

Purported Address: 30 FAIRMOUNT AVE, MANCHESTER NH 03104

Fleming, Todd

From: Chiesa, Peter
Sent: Thursday, March 14, 2013 10:28 AM
To: Fleming, Todd
Subject: 30 Fairmount
Todd,

I have reviewed the subordination agreement and found no issues.

Peter R. Chiesa, Esq.
Office of the City Solicitor
One City Hall Plaza
Manchester, NH 03101
T: (603) 624-6523
F: (603) 624-6528
pchiesa@manchesternh.gov